



Solicitation INSTRUCTIONS

Solicitation No.
RFP 1100 MEA3006

1 REQUEST FOR PROPOSALS

- 1.1 Invitation.** The City of Austin invites all Responsible Offerors to submit Proposals to provide the goods and/or services described in this Solicitation.
- 1.2 Documents.** This Request for Proposals ("RFP" or "Solicitation") is composed of all documents listed in the Attachments section of the Solicitation Cover Sheet.
- 1.3 Process.** The process described in this RFP is the Competitive Sealed Proposals process. This process is procedurally compliant with the competitive proposal processes prescribed by Texas Local Government Code Ch. 252 and Ch. 271.
- 1.4 Changes.** The City may change or revise any of the contents of this Solicitation through the issuance of a written Addendum. Any Addenda issued will be added to the Attachments section of the Solicitation Cover Sheet. The Version number displayed in the Solicitation Cover Sheet will indicate the number of Addenda issued. Any explanation, clarification, interpretation or change to the Solicitation made in any other manner is not binding upon the City, and Offerors shall not rely upon such explanation, clarification, interpretation or change. Oral explanations or instructions given before the award of the Contract are not binding.
- 1.5 Review of Documents.** Offerors shall review the entire Solicitation, as revised. Offerors shall notify the Authorized Contact Person(s) listed on the Solicitation Cover Sheet in writing of any omissions, ambiguities, inconsistencies or errors in the Solicitation prior to the Offer Due Date and Time displayed in the Important Dates section of the Solicitation Cover Sheet. Offerors shall also notify the City of any Solicitation contents the Offeror believes may be unreasonably restrictive.
- 1.6 Cancellation.** The City reserves the right to cancel this Solicitation at any time for any reason and to resolicit the goods and services included in this Solicitation.

2 PUBLICATION AND NOTICES

- 2.1 Publication.** This Solicitation was published in the City's financial services website, Austin Finance Online, as of the Published date displayed in the Solicitation Cover Sheet section.
- 2.2 Email Notices.** On the Solicitation's Published date, email notices regarding this Solicitation were issued to all vendors registered in Austin Finance Online, that had previously selected the NIGP Codes displayed in the Solicitation Cover Sheet section. All subsequent email notices regarding this Solicitation will be limited to those vendors or other persons that subscribe to this Solicitation in Austin Finance Online.
- 2.3 Newspaper Notices.** If applicable, one or more notices of this Solicitation were published in the newspaper as required by statute.
- 2.4 Third-Party Notices.** Austin Finance Online is the only source of official notices regarding this Solicitation. Prospective Offerors shall not rely on any notices concerning this Solicitation received from sources other than Austin Finance Online.

3 COMMUNICATIONS AND MEETINGS

- 3.1 Authorized Contact Persons.** The names and contact information for the authorized contact persons for this Solicitation are displayed in the Solicitation Cover Sheet. Offerors needing assistance contacting an Authorized Contact Person regarding this Solicitation may also contact the Purchasing Office's main line at (512) 974-2500 and request assistance from any member of the Purchasing Office's management team. Offerors may direct specific questions concerning subcontractors and responding to the Minority-owned Business Enterprise and Women-owned Business Enterprise Procurement Program requirements to the SMBR contact, also listed on the Solicitation Cover Sheet.

- 3.2 Questions.** Offerors shall submit any questions concerning this Solicitation in writing via e-mail to the Authorized Contact Persons displayed on the Solicitation Cover Sheet. The City will respond to all questions received by the Questions Due Date and Time displayed on the Solicitation Cover Sheet. The City will publish one or more Addenda displaying all timely received questions and the City's responses to each for any information not already contained in the solicitation.
- 3.3 Vendor Help Desk.** For general questions concerning the City's online financial services system, Austin Finance Online, Vendor Connection ("Vendor Connection"), Offerors may contact the Vendor Help Desk at (512) 974-2018. Assistance from the Vendor Help Desk is limited to navigating and using Vendor Connection only. The Vendor Help Desk will not respond to any questions concerning a specific Solicitation.
- 3.4 No-Lobbying.** This Solicitation is subject to City Code, Ch. 2-7, Article 6, Anti-Lobbying and Procurement. (https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf) The No-Lobbying period for this Solicitation starts on the Published Date displayed on the Solicitation Cover Page. The No-Lobbying Period continues through the earliest of the following: (i) the Solicitation is cancelled, (ii) the last of any resulting contract(s) are executed, or (iii) 60-days following Council authorization of the last contract resulting from this Solicitation. The No-Lobbying Period continues throughout the completion of the solicitation process. During the No-Lobbying Period, Offerors, Respondents and/or their Agents shall not make any prohibited communications to City Officials or City employees other than the Authorized Contact Persons. Respondents includes both prospective and actual Offerors.
- 3.5 Pre-Offer Conferences.** The City may hold one or more pre-offer conferences to review the Solicitation and to receive verbal questions. The Solicitation Cover Sheet will display if a Pre-Offer Conference is being held and if attendance at this meeting is mandatory. If a Pre-Offer Conference is planned, the date, location, time and any other necessary information regarding this meeting will also be displayed in the Solicitation Cover Sheet. Attendance at any Pre-Offer Conference will be recorded and will be included in an Addendum published following the meeting. As the Solicitation is subject to changes (See Solicitation Instruction, 1.4 Changes.) Offerors shall not rely on verbal exchanges that may occur at a Pre-Offer Conference. Offerors shall continue to submit all questions in writing (See Solicitation Instructions, 3.2 Questions.)
- 3.6 Site Visits.** The City may hold one or more site visits to allow prospective Offerors to inspect the location(s) where work under any resulting contract will be performed and to receive verbal questions. The Solicitation Cover Sheet will display if a Site Visit is being held and if attendance at this meeting is mandatory. If a Site Visit is planned, the date, location, time and any other necessary information regarding this meeting will also be displayed in the Solicitation Cover Sheet. Attendance at any Site Visit will be recorded and will be included in an Addendum published following the meeting. As the Solicitation is subject to changes (See Solicitation Instruction, 1.4 Changes.) Offerors shall not rely on verbal exchanges that may occur at a Pre-Offer Conference. Offerors shall continue to submit all questions in writing (See Solicitation Instructions, 3.2 Questions.)
- 4 OFFER PREPARATION**
- 4.1 Offer Submittals.** Offerors intending to respond to this Solicitation shall download and complete each of the Submittal documents listed in the Solicitation Cover Sheet. Submittal documents will include additional Solicitation instructions specific to its contents. Offerors will complete each Submittal in accordance with the instructions in the submittal. At a minimum, submittals will include a Price Offer, a Technical Offer, and an Offer and Certifications submittal.
- 4.2 Alternate Offers.** Unless excluded elsewhere in the Solicitation, Offerors may submit alternative Offers, in addition to their primary Offer. Offerors seeking to submit an alternative Offer may include with their completed Submittals, any alternative Submittals as applicable.
- 4.3 Exceptions.** Offerors shall indicate if they take exception to any portions of the Solicitation in their Proposal. Any exceptions included in the Proposal may negatively impact the City's evaluation of the Proposal or may cause the City to reject the Proposal entirely.

- 4.4 Proposal Acceptance Period.** All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal
- 4.5 Proprietary and Confidential Information.** All Offers received and opened by the City are subject to the Texas Government Code, Ch. 552, and will be made available to the public. Offerors seeking to keep any portions of their Offer confidential shall mark each such portion as “Proprietary”. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The City may request a review and determination from the Attorney General’s Office of the State of Texas, of any Proposal contents marked as “Proprietary”. A copyright notice or symbol is insufficient to identify proprietary or confidential information.
- 4.6 Cost of Offer Preparation and Participation.** Offerors are responsible for all costs related to the preparation of their Offer and incurred while participating in this Solicitation process.
- 4.7 Minority and Women Owned Business Enterprise (MBE/WBE) Procurement Program.** If the solicitation includes an MBE/WBE Program Compliance Plan or Offeror intends to subcontract, the Offeror shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Subcontractor Utilization Plan as approved by the City (the “Plan”).
- 4.8 Materials Specifications/Descriptive Literature.**
- 4.8.1** If a Solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer’s name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- 4.8.2** Material specifications/descriptive literature are defined as product manufacturer’s catalog pages, “cut sheets” applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer’s name and product number of the product being offered.
- 4.8.3** The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- 4.8.4** Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.
- 4.9 Pricing Requirements – Non-Specified Items.**
- 4.9.1** The City may purchase additional related items that are available from the Contractor in various quantities. Pricing for these non-specified items will be calculated based on a percentage markup over Contractors cost as identified in the Price Sheet under the Non-Specified Parts Section.
- 4.9.2** Offeror shall propose a percentage markup to their cost.
- 4.9.2.1** The percentage markup shall be fixed throughout the term of the Contract and are not subject to increase. They shall also remain firm through subsequent renewal periods if the City and the Contractor choose to renew the Contract.
- 4.9.2.2** The Offeror may offer a different percentage discount or markup amount per manufacturer for any Non-Specified Part; however, parts within each manufacturer’s product line shall be priced by taking the stated list price and applying that percentage discount or markup.
- 4.10 Hazardous Materials.**
- 4.10.1** If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Safety Data Sheets (SDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- 4.10.2** Failure to submit the SDS as part of the Offer may subject the Offer to disqualification from consideration for award.

4.10.3 The SDS, instructions and information required in paragraph “A” must be included with each shipment under the contract.

4.11 Published Price Lists.

4.11.1 Offerors may quote using published price lists in the following ways:

4.11.1.1 Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.

4.11.1.2 Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.

4.11.2 Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror’s name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer’s price list, the price list must also include the manufacturer’s name, the manufacturer’s latest effective date, and the manufacturer’s price schedule. All price lists submitted become part of the Offer.

4.11.3 The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer’s official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least thirty (30) calendar after written notification. The City reserves the right to refuse any list revision.

4.11.4 The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.

4.11.5 Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

5 OFFER SUBMISSION

Offers in response to this Solicitation may be submitted using one of the following methods.

5.1 Electronic Offers. Electronic Offers (electronic documents) shall be submitted to the City of Austin using the Solicitation’s eResponse function, available through the City’s online financial system, Austin Finance Online. To submit Electronic Offers using the eResponse function, Offeror’s must first be registered as a vendor with the City of Austin in Austin Finance Online.

See [Instructions, Submitting Offers in Austin Finance Online](#).

5.1.1 Due Date and Time for Electronic Offers. Electronic Offers in response to this Solicitation shall be submitted via eResponse by the Offer Due Date and Time displayed in the Important Dates section of the Solicitation Cover Sheet. The system time within Austin Finance Online shall be the official time of record for Electronic Offers.

5.1.2 Withdrawing Electronic Offers. Electronic Offers submitted online in response to this Solicitation may be withdrawn, revised and resubmitted using the eResponse function any time prior to the Solicitation’s Due Date and Time. Withdrawn Electronic Offers may be resubmitted, with or without modifications, up to the Solicitation’s Due Date and Time.

5.1.3 Late Electronic Offers. The Solicitation’s eResponse function in Austin Finance Online will not allow Electronic Offers to be submitted past the Solicitation’s Due Date and Time.

5.1.4 Opening Electronic Offers. The information regarding Electronic Offers will become available on or shortly after the Offer Opening Date and Time stated on the Solicitation’s Cover Sheet. When Electronic Offers are opened, the names of each Offeror would be displayed within the Solicitation’s eResponse section. For Solicitations conducted via Competitive Sealed Bidding, the Price Offer for each Offeror will also be displayed in the eResponse section.

5.2 Hardcopy Offers. Hardcopy Offers (physical documents including paper and flash drives) must be returned in a sealed envelope and shall be delivered to the City of Austin's Purchasing Office at one of the following addresses, depending on the delivery method:

Deliveries by US Mail	Deliveries by Courier Services (e.g., Fedex, UPS, etc.) and In-Person Deliveries
City of Austin Purchasing Office Response to Solicitation: RFP 1100 MEA3006 P.O. Box 1088 Austin, Texas 78767-8845	City of Austin, Municipal Building Purchasing Office Response to Solicitation: RFP 1100 MEA3006 124 W 8 th Street, Rm 310 Austin, Texas 78701 Reception Phone: (512) 974-2500

5.2.1 Due Date and Time for Hardcopy Offers. Hardcopy Offers in response to this Solicitation shall be received by the City via one of the aforementioned delivery methods by the Offer Due Date and Time displayed in the Important Dates section of the Solicitation Cover Sheet. The time stamp clock at the Purchasing Office reception desk shall be the official time of record for Hardcopy Offers.

5.2.2 Withdrawing Hardcopy Offers. See below for changes due to the COVID-19 pandemic.

5.2.3 Late Hardcopy Offers. All Hardcopy Offers received after the Solicitation's Due Date and Time will be rejected. Late Hardcopy Offers that are inadvertently received by the City shall be returned to the Offeror. It is the responsibility of the Offeror to ensure that their Offer arrives at the proper location by the Solicitation's Due Date and Time. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Hardcopy Offer arriving on time. The City may, at its sole discretion, receive a late Hardcopy Offer if the City's misdirection or mishandling was the sole or main cause for the Hardcopy Offer's late receipt at the designated location.

5.2.4 Opening Hardcopy Offers. The City will open Hardcopy Offers on or shortly after the Offer Opening Date and Time stated on the Solicitation's Cover Sheet. When Hardcopy Offers are opened, the names of each Offeror would be read aloud. For Solicitations conducted via Competitive Sealed Bidding, the Price Offer for each Offeror will be available to read aloud. If no one is in attendance at the Solicitation Opening, the aggregate price will be read aloud, with the remaining Price Offer available for public inspection immediately following the Solicitation opening.

5.3 Special procedures due to 2020 COVID-19 Pandemic.

5.3.1 Confirmation of Submittals – Due to the current Pandemic circumstances, the City is not able to provide written confirmation of Hardcopy Offers when they are received or able to verify receipt of Hardcopy Offers or provide signature confirmation of Offers delivered by common carriers.

5.3.2 Withdrawing Hardcopy Offers – Hardcopy Offers may be withdrawn in writing or by email at any time prior to the Solicitations Due Date and Time. Offerors must send emails to withdraw Offers to the following email address: PurchasingAdmin@austintexas.gov

5.3.3 Solicitation Openings - Due to the current Pandemic circumstances, the City is not facilitating public attendees at Solicitation openings. Instead, the City will conduct this Solicitation opening via live webcast at the following website: https://www.austintexas.gov/financeonline/afo_content.cfm?s=66.

When conducting a Solicitation opening via webcast, the City will read the applicable information from Hardcopy Offers aloud and will referring the public to the Solicitation's eResponse section to view the remaining Electronic Offers.

6 OFFER EVALUATION

- 6.1 Basis of Competition.** The City may compare Offers based on groups or categories and will choose the basis of competition that best meets the City's needs for the resulting contracts. The basis of competition for each RFP will be described in section 11, Evaluation of Offers below.
- 6.2 Minimum Responsiveness.** Proposals are Minimally Responsive when they include all of the Submittals listed in this Solicitation, completed and with sufficient detail in each to evaluate the Proposal in accordance with the Solicitation's Instructions. Proposals that are not Minimally Responsive may be deemed non-responsive and rejected.
- 6.3 Responsibility.** An Offeror is responsible if they have the financial and practical ability, resources, expertise, past performance and positive compliance history with all City ordinances. An Offer may be rejected if an Offeror is determined to not be responsible.
- 6.4 Clarifications.** Any time after the opening of Proposals, the City may contact Offerors to ask questions about their Proposal's contents in order to better understand these contents as-written. Responses to clarification questions, whether done verbally or submitted in writing, do not change the Proposal's contents. Clarifications are not to be confused with Discussions as described herein.
- 6.5 Evaluation.** Proposals that are Minimally Responsive will be evaluated based on the Evaluation Factors listed in Section 11.1 of the Solicitation Instructions. Evaluation Factors correspond to their specified Submittals and shall indicate their respective weighting next to each. Proposal submittals not identified as Evaluation Factors will be evaluated on a pass / fail basis in accordance with the Solicitation's Instructions and any further instructions within each Solicitation. Although minimum responses are required in all Submittals, the Submittals identified as Evaluation Factors will be used to differentiate the Proposals and to identify which Proposal(s) represent the Best Value to the City. The City's evaluation may be made without Clarifications or Discussions with Offerors. Proposals should, therefore, include the Offeror's most favorable terms.
- 6.6 Discussions and Proposal Revisions.** After completing initial evaluations, the City may enter into Discussions (communications which may include negotiations and feedback about the Proposal submitted) with one or more Offerors submitting the highest rated Proposal(s). Following the completion of Discussions, the City may request Proposal revisions from these Offerors. The City may seek multiple rounds of Discussions and Proposal revisions as deemed necessary by the City. The City may revise its initial evaluations depending on the contents of any Proposal revisions received following these Discussions.
- 6.7 Interviews/Presentations.** The City may require that one or more Offeror submitting the highest rated Proposals participate in interviews and/or presentations.

7 CONTRACT AWARD AND EXECUTION

- 7.1 Award Determination.** City staff will recommend Contract award to the Offeror(s) submitting the highest rated Proposal(s) based on the Evaluation Factors set forth in this Solicitation. The Award Determination will be published to Austin Finance Online and notice will be sent to all Offerors subscribed to the Solicitation.
- 7.2 Multiple Awards.** If the City determines that multiple contracts are needed, the City will award one or more additional contracts to the Offeror(s) submitting the next highest rated Proposal(s).
- 7.3 Contract Execution.** Contracts within the City Manager's authority will be awarded and executed simultaneously. Contracts above the City Manager's authority will be executed following their authorization by the Austin City Council.

8 ADMINISTRATIVE MATTERS

- 8.1 Solicitation File.** All documents included in this Solicitation, and all timely received Offers in response to this Solicitation, except for Offer contents deemed by Offerors to be proprietary and confidential, will be available for public inspections upon the execution of the contract.
- 8.2 Debriefings.** Offerors may request a debriefing meeting to ask any questions concerning the Solicitation's contents, process or the evaluation of their Offer. Debriefing meetings are informal exchanges and may be requested anytime following the earlier of (i) after the contract resulting from this Solicitation is executed, or in the case of multiple awards, the last contract is executed; (ii) the date the Solicitation is cancelled. Debriefings are not public called meetings in accordance with the Texas Open Meetings Act and are usually limited to a single Offeror and any of their representatives. Only information regarding the Solicitation documents and the Offeror's Offer (including City's evaluation of the Offer) in response to the Solicitation will be discussed.
- 8.3 Reservations.** The City reserves the right to: (i) specify approximate quantities in the Solicitation; (ii) extend the Solicitation due date and time; (iii) add additional terms or modify existing terms in the Solicitation; (iv) reject an Offer containing exceptions, additions, qualifications or conditions not called for in the Solicitation; (v) reject an Offer received from an Offeror who is currently debarred or suspended by the City, State, or Federal Government; (vi) reject an Offer that contains fraudulent information; (vii) reject an Offer that has material omissions; (viii) reject any or all Offers; (ix) procure any goods or services included in this Solicitation by other means; (x) consider and accept alternate Offers, if specified in the Solicitation, when most advantageous to the City; (xi) reject an Offer if prices in the Offer are unbalanced (some prices are significantly high and other prices are significantly low) and/or (xii) waive any minor informality in any Offer or procedure so long as the deviation does not affect the competitiveness of the Solicitation process.
- 8.4 Protests.** The Purchasing Officer has the authority to settle or resolve any claim of an alleged deficiency or protest. The procedures for notifying the City of Austin of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Officer may dismiss your complaint or protest.
- 8.4.1** Protest regarding the Solicitation (Pre-Submittal Protest). Any protest regarding the Solicitation by the City shall be filed no later than five (5) days prior to the due date and time for proposals. Any protest filed after that date which raises issues regarding the Solicitation will not be considered.
- 8.4.2** Protests regarding the evaluation of Proposals. Any protest regarding the evaluation of Proposals by the City shall be filed with the City no later than five (5) days after the notification of award recommendation is posted on Austin Finance Online, or notification that the protestor's status as a Offeror has changed, such as notification that an Offer has been found to be non-responsive or an Offeror has been found to be non-responsive. Any protest filed after such date which raises issues regarding the evaluation will not be considered. Offerors may only protest the evaluation of their Proposal.
- 8.4.3** Protest Regarding Award of Contract (Post-Award Protest). Any protest regarding the award of the contract shall be filed no later than ten (10) days after the date of award. Any protest regarding the award of the contract filed after such date will not be considered.
- 8.4.4** You shall submit your protest in writing and it shall include the following information: (i) your name, address, telephone, and email address; (ii) the Solicitation number; (iii) the specific facts and/or law upon which the protest of the Solicitation or the award is based, including all pertinent documents and evidence thereto; and (iv) the form of relief requested.
- 8.4.5** Your protest shall be concise and presented logically and factually to help with the City's review.
- 8.4.6** When the City receives a timely written protest, the Purchasing Officer will determine whether the grounds for your protest are sufficient. If the Purchasing Officer decides that the grounds are sufficient, the Purchasing Office will schedule a protest hearing, usually within five (5) working days. If the Purchasing Officer determines that your grounds are insufficient, the City will notify you of that decision in writing.

- 8.4.7** The protest hearing is informal and is not subject to the Open Meetings Act. The purpose of the hearing is to give you a chance to present your case, it is not an adversarial proceeding. Those who may attend from the City are: representatives from the department that requested the purchase, the Department of Law, the Purchasing Office, and other appropriate City staff. You may bring a representative or anyone else that will present information to support the factual grounds for your protest with you to the hearing.
- 8.4.8** A decision will usually be made within fifteen (15) calendar days after the hearing.
- 8.4.9** The City will send you a copy of the hearing decision after the appropriate City staff has reviewed the decision.
- 8.4.10** When a protest is filed, the City usually will not make an award until a decision on the protest is made. However, the City will not delay an award if the City Manager or the Purchasing Officer determines that the City urgently requires the supplies or Services to be purchased, or failure to make an award promptly will unduly delay delivery or performance. In those instances, the City will notify you and make every effort to resolve your protest before the award.
- 8.5 Interested Parties Disclosure.** As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

<https://www.ethics.state.tx.us/File/>

9 DEFINITIONS

Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

"Addendum" means a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word.

"Best Offer" means the best evaluated Offer in response to a Request for Proposals or Request for Qualifications/Statements.

"Best Offeror" means the Offeror submitting the Best Offer.

"City" means the City of Austin, a Texas home-rule municipal corporation.

"Offer" means a complete signed response to a Solicitation including, but not limited to, a Request for Proposals.

"Offeror" means a person, firm, or entity that submits an Offer in response to this Solicitation. Any Offeror may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.

"Proposal" means a complete, properly signed Offer to a Request for Proposals.

"Proposer" means a person, firm, or entity that submits an Offer in response to a Request for Proposals.

"Purchasing Office" refers to the Purchasing Office in the Financial Services Department of the City.

“Purchasing Officer” means the director of the Purchasing Office and the principle recipient of procurement authority from the City Manager.

“Request for Proposals” means all documents utilized for soliciting Proposals.

“Responsible Offeror” means the financial and practical ability of the Offeror to perform the Contract and takes into consideration resources, expertise, and past performance of the Offeror as well as compliance with all City ordinances concerning the purchasing process.

“Responsive” means meeting all the requirements of a Solicitation.

“Solicitation” means this Request for Proposals or RFP.

10. OFFER SUBMITTALS

10.1 Executive Summary. Provide an Executive Summary in brief concise terms of your qualifications related to this RFP. Include the number of years your organization has been in business, a summary of your organization’s history and experience, and how your organization is the most qualified to carry out the Scope of Work.

10.2 Authorized Negotiator: Include name, address, email, and telephone number of a person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

10.3 Minimum Qualifications. Offerors that do not meet the minimum qualifications will be deemed non-responsive and will not be considered for award.

10.3.1 Offeror shall have a minimum of five (5) years’ experience providing goods and services similar to that defined in the Scope of Work. Offeror shall provide, upon request, documentation of how you meet this requirement.

10.3.2 Offeror providing network transformers per Specifications E-708, E-709 and E-1823 shall supply goods from a Manufacture with a minimum of ten (10) years’ experience in the manufacturing and sale of network transformers. Offer shall provide, upon request, documentation of how you meet this requirement.

10.4 Company Experience and Personnel. At a minimum provide the following to demonstrate company experience:

10.4.1 Company Experience. Offeror shall have experience providing electrical utility products similar to those described in the Specification.

10.4.1.1 Provide a minimum of three references for you company. References provided shall consist of customers to whom the Offeror has provided same or similar services within the past five years. References shall indicate a record of positive performance. Provide the reference company name, contact name, contact information, and a brief summary of the services provided.

10.4.1.2 Offerors providing network transformers, per Specifications E-708, E709 and E1823 shall provide, upon request, five references of Manufacturer’s current customers with address, name, and telephone number.

10.4.1.3 Provide a list of manufacturers that you work with.

10.4.2 Personnel

10.4.2.1 Provide names and qualifications of all professional personnel who will be directly assigned to this project. Identify key people by name, title, and their role. Provide all resumes.

10.4.2.2 Provide documentation of how your experienced technician who will perform the inspection on the network transformer is qualified to perform the service. Provide documentation to verify that the technician has five years of experience working with network transformers.

10.5 Project Concept and Solution:

10.5.1 Provide a statement that the Offeror understands the Scope of Work and can meet all requirements stated in the solicitation. Any exceptions shall be listed in the proposal.

10.5.2 Elaborate on the steps taken from receipt of order to completion of project.

10.5.3 Describe how you can perform a complete inspection within twenty-four hours of the network transformer delivery to Austin Energy.

10.5.4 Provide a Quality Plan for the inspection and delivery of the network transformers.

10.5.5 Provide A Quality Management System that meets ISO 9001 requirements.

10.6 Facility

10.6.1 Provide information on where your North American facility is located and how long you have operated from this location. Provide the square footage of weatherproof floor space utilized to store the network transformers.

10.6.2 Describe how long it takes to deliver units to the Austin Energy Decker Steel Yard from your facility once delivery is requested.

10.6.3 Describe the facility where the network transformer may be housed and elaborate on safeguards taken to keep it protected.

10.7 Pricing Submittal

10.7.1 Offerors must use the Pricing Submittal Sheet to submit pricing. Be advised that altering the pricing sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Offer.

10.7.2 A bid of "0" (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of "no bid" or no response (space left blank) will be interpreted by the City that the Offeror does not wish to bid on that item. Be advised, a "no bid" or no response may be considered as non-responsive and may result in disqualification of the bid.

10.7.3 Prices offered on the pricing sheet shall be all inclusive of fees not expressly allowed in the scope of work. The Offeror shall not charge separately for administrative, overhead, per diem, insurance, or shipping to deliver items to the required location. The Offeror shall provide all tools, labor, travel, and equipment necessary to perform the services required under this contract.

10.7.3 Offerors shall enter the proposed manufacture and part number in the space provided. If offering an alternative item, cut sheets are required to be considered.

10.7.4 Pricing will be calculated based on purchase price, guaranteed no-load losses, and guaranteed winding losses. Each Offeror shall quote the guaranteed no-load losses and guaranteed winding losses at the time of Offer. The formula and cost of losses are as follows:

$$\text{Total Evaluated Price (owning cost)} = \text{Price} + (\text{cost of no-load losses}) \times (\text{quoted guaranteed no-load losses}) + (\text{Cost of winding losses}) \times (\text{quoted guaranteed winding losses})$$

10.7.4 The "Evaluated Extended Price" will be the evaluated price. Whichever Offeror offers the City the most competitive price will be awarded the maximum amount of points. Remaining points will be distributed on a pro-rated basis.

10.8 Local Business Presence - The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. The Local Business Presence form in the Offer and Certifications section must be completed to be considered for Local Business Presence. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of

Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Any Offers with subcontracting not indicating specific percentages or dollar amounts will not receive Local Business Presence points for subcontracting.

10.9 Service-Disabled Veteran Business Enterprise ("SDVBE") - Pursuant to the interim Service-Disabled Veteran Business Enterprise (SDVBE) Program, Offerors submitting proposals in response to a Request for Proposals shall receive a three point (3 percent) preference if the Offeror, at the same time the proposal is submitted, is certified by the State of Texas, Comptroller of Public Accounts as a Historically Underutilized Business and is a Service-Disabled Veteran Business Enterprise. This preference does not apply to subcontractors. To receive this preference, Offerors shall complete the enclosed Section 0840 Service-Disabled Veterans Business Enterprise Preference Form, in accordance with the Additional Solicitation Instructions included therein.

11. Evaluation of Offers

11.1 Evaluation Factors

RFP Evaluation Factors		Maximum Points														
Company Experience and Personnel		27														
Concept and Solution		20														
Facility		15														
Pricing Submittal		25														
Local Business Presence		10														
Local Business Presence																
<table><tr><td>Team’s Local Business Presence</td><td>Points Awarded</td></tr><tr><td>Local business presence of 90% to 100%</td><td>10</td></tr><tr><td>Local business presence of 75% to 89%</td><td>8</td></tr><tr><td>Local business presence of 50% to 74%</td><td>6</td></tr><tr><td>Local business presence of 25% to 49%</td><td>4</td></tr><tr><td>Local presence of between 1 and 24%</td><td>2</td></tr><tr><td>No local presence</td><td>0</td></tr></table>			Team’s Local Business Presence	Points Awarded	Local business presence of 90% to 100%	10	Local business presence of 75% to 89%	8	Local business presence of 50% to 74%	6	Local business presence of 25% to 49%	4	Local presence of between 1 and 24%	2	No local presence	0
Team’s Local Business Presence	Points Awarded															
Local business presence of 90% to 100%	10															
Local business presence of 75% to 89%	8															
Local business presence of 50% to 74%	6															
Local business presence of 25% to 49%	4															
Local presence of between 1 and 24%	2															
No local presence	0															
Service-Disabled Veteran Business Enterprise		3														
Total		100														

11.2 Interviews and/or presentations, Optional. The City will score proposals on the basis of the criteria listed above. The City may select a “short list” of Proposers based on those scores. “Short-listed” Proposers may be invited for presentations, demonstrations, or discussions with the City. The City reserves the right to re-score “short-listed” proposals as a result, and to make award recommendations on that basis.

**CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS**

The Contractor agrees that the Contract shall be governed by the following terms and conditions.

1 GENERAL

1.1 TERM OF CONTRACT:

- A. The Contract shall commence upon execution unless otherwise specified and shall continue in effect until all obligations are performed in accordance with the Contract. Upon written notice to the Contractor from the City's Purchasing Officer or designee, unless specified otherwise in the Scope of Work, the Contract may be extended beyond the initial term at the City's sole option unless the Contractor is notified 30 days prior to the expiration. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to holdover under the terms and conditions of this Contract for such a period as is reasonably necessary for the City to re-solicit and/or complete the Deliverables due under this Contract. Any holdover period will not exceed 180 calendar days unless mutually agreed on by both parties in writing.

1.2 INDEFINITE QUANTITY:

The quantities and/or services listed herein are estimates of the goods and services needed by the City for the period of the Contract. The City reserves the right to purchase more or less of these quantities and/or services as may be required during the Contract term. Quantities and/or services will be as needed and specified by the City for each order. Unless specified in the Contract, there are no minimum order quantities.

1.3 INVOICES:

- A. The Contractor shall submit separate Invoices for each Order after each delivery or on the schedule provided in the Contract. If partial shipments or deliveries are authorized by the City, a separate Invoice must be sent for each shipment or delivery made.
- B. Invoices shall be sent to the address on the Purchase Order or Delivery Order in the section entitled, "BILL TO". Proper Invoices must include a unique Invoice number, the purchase Order or delivery Order number, the master agreement number (if applicable), the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized according to pricing structure in the Contract. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the Invoice. The Contractor's name and, if applicable, the tax identification number on the Invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's Invoice. Invoices received without all required information cannot be processed and will be returned to the vendor.
- C. Invoices for labor shall include a tabulation of work-hours at the appropriate rates and grouped by work Order number. Time billed for labor shall be limited to hours actually worked.
- D. **Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontracting and other authorized expenses at actual cost without markup.**
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the Invoiced amount. The City will furnish a tax exemption certificate upon request.

1.4 PAYMENT:

- A. All proper Invoices received by the City will be paid within 30 calendar days of the City's receipt of the Deliverables or of the Invoice, whichever is later.

**CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS**

- B. If payment is not timely made, (per Paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code §2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until 10 calendar days after the grounds for withholding payment have been resolved.
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the Invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. Delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. Third party claims, which are not covered by the insurance which the Contractor is required to provide under the terms of this Contract, are filed or there is reasonable evidence indicating probable filing of such claims;
 - iii. Failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. Damage to the property of the City or the City's agents, employees or Contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. Reasonable evidence demonstrates that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. Failure of the Contractor to submit proper Invoices with all required attachments and supporting documentation; or
 - vii. Failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, §1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
- G. The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of notice of non-appropriation.

1.5 FINAL PAYMENT AND CLOSE OUT:

- A. If a Minority-Owned Business Enterprise/Women-Owned Business Enterprise (MBE/WBE) Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project Manager or Contract Manager no later than the 15th calendar day after completion of all work under the Contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:

**CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS**

- i. A waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
- ii. A waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

1.6 SPECIAL TOOLS & TEST EQUIPMENT:

If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this Order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

1.7 AUDITS AND RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance, including security audits, under this Contract, at the City's expense. The Contractor agrees to refund to the City any overpayments disclosed by any such audit. The City agrees to protect from disclosure Contractor's confidential and proprietary information disclosed during an audit to the same extent it protects its own confidential and proprietary information, subject to the requirements of the Texas Public Information Act, Chapter 2251, Texas Government Code.
- B. Records Retention:
 - i. Contractor is subject to City Code Chapter 2-11 (Records Management), and as it may subsequently be amended.
 - ii. The Contractor shall retain all records for a period of three years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.

1.8 FINANCIAL DISCLOSURES AND ASSURANCE:

The City may request and review financial information as the City requires to determine the credit worthiness of the Contractor, including but not limited to, annual reports, audited financial Statements and reports, bank letters of credit or other credit instruments. Failure of the Contractor to comply with this requirement shall be grounds for terminating the Contract.

1.9 RIGHT TO ASSURANCE:

Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. If no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

1.10 STOP WORK NOTICE:

The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified

**CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS**

by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

1.11 DEFAULT:

The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or Deliverable required to be submitted by the Contractor to the City. The City shall be in default if it fails to make payment in accordance with the Payment terms of this Contract.

1.12 TERMINATION FOR CAUSE:

In the event of a default by either party, the non-defaulting party shall have the right to terminate the Contract for cause, by written notice effective ten 10 calendar days, unless otherwise specified, after the date of such notice, unless the defaulting party, within such 10 day period, cures such default, or provides evidence sufficient to prove to the non-defaulting party's reasonable satisfaction that such default does not, in fact, exist. Additionally, the City shall have the right to act in accordance with the terms defined by "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors." In addition to any other remedy available under law or in equity, either party shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the party as a result of the Contractor's default, including, without limitation, cost of cover, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and not exclusive of any other right or remedy provided by law. In the event of termination of the Contract under this Section, the Contractor shall handover all complete and partially complete Work Products and Documentation developed under this Contract.

1.13 ATTORNEY'S FEES:

In consideration of the award and execution of this Contract and in consideration of the City's waiver of its right to attorney's fees, the Contractor knowingly and intentionally waives its right to attorney's fees under §271.153, Texas Local Government Code, in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Contract.

1.14 TERMINATION WITHOUT CAUSE:

The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon 30 calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof. In the event of termination of the Contract under this Section, the Contractor shall handover all complete and partially complete Work Products and Documentation developed under this Contract.

1.15 FRAUD:

Fraudulent Statements by the Contractor on any Offer or in any report or Deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

1.16 DELAYS:

**CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS**

The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within 30 calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution Clause. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

1.17 FORCE MAJEURE:

Contractor may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, pandemic, sovereign conduct, or court order provided that the Contractor experiences the event of force majeure and prudently and promptly acts to take any and all steps that are within the Contractor's control to ensure performance and to shorten the duration of the event of force majeure. Contractor shall provide notice of the force majeure event to the City within three (3) business days of the event or delay, whichever occurs later, to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, the City may terminate an order under the Contract if it is determined by the City that the Contractor will not be able to deliver goods or services in a timely manner to meet the business needs of the City.

1.18 INDEMNITY:

A. IN THIS SECTION, THE FOLLOWING TERMS HAVE THE MEANINGS ASSIGNED BELOW:

- (1) "INDEMNIFIED PARTY" IS THE CITY AND THE CITY'S OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS.
- (2) "INDEMNIFYING PARTY" IS THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.
- (3) THE INDEMNIFYING PARTY SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE INDEMNIFIED PARTY AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS OR EXPENSES, INCLUDING PROFESSIONAL FEES AND ATTORNEYS' FEES, THAT ARE INCURRED BY THE INDEMNIFIED PARTY ARISING OUT OF ANY DIRECT OR THIRD PARTY CLAIM OF:
 - i. BREACH OR NON-FULFILLMENT OF ANY PROVISION OF THIS CONTRACT BY THE INDEMNIFYING PARTY;
 - ii. ANY FALSE REPRESENTATION OR WARRANTY MADE BY THE INDEMNIFYING PARTY IN THIS CONTRACT OR IN THE INDEMNIFYING PARTY'S PROPOSAL/RESPONSE LEADING TO THIS CONTRACT;
 - iii. ANY NEGLIGENT OR MORE CULPABLE ACT OR OMISSION OF THE INDEMNIFYING PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT, RELATED TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT;
 - iv. BODILY INJURY; DEATH OF ANY PERSON; OCCUPATIONAL ILLNESS OR DISEASE; LOSS OF SERVICES, WAGES, OR INCOME; OR DAMAGE TO REAL OR PERSONAL PROPERTY CAUSED BY THE NEGLIGENT OR MORE CULPABLE ACTS OR OMISSIONS OF INDEMNIFYING PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT; OR
 - v. ANY FAILURE OF THE INDEMNIFYING PARTY TO COMPLY WITH ANY APPLICABLE FEDERAL, STATE, OR LOCAL LAWS, REGULATIONS, OR CODES RELATED TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT.

**CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS**

- B. THE INDEMNIFIED PARTY SHALL GIVE THE INDEMNIFYING PARTY WRITTEN NOTICE (A "CLAIM NOTICE") OF ANY CLAIM RECEIVED RELATED TO THIS CONTRACT. THE INDEMNIFYING PARTY'S DUTY TO DEFEND APPLIES IMMEDIATELY. THE INDEMNIFIED PARTY'S FAILURE TO PROVIDE A CLAIM NOTICE TO THE INDEMNIFYING PARTY DOES NOT RELIEVE THE INDEMNIFYING PARTY OF ITS DUTY TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTY.
- C. THE INDEMNIFIED PARTY MAY SELECT ITS OWN LEGAL COUNSEL TO REPRESENT ITS INTERESTS. THE INDEMNIFYING PARTY SHALL:
 - i. REIMBURSE THE INDEMNIFIED PARTY FOR ITS REASONABLE COSTS AND ATTORNEY'S FEES IMMEDIATELY UPON REQUEST, AS THEY ARE INCURRED, AND
 - ii. REMAIN RESPONSIBLE TO THE INDEMNIFIED PARTY FOR ANY LOSSES INDEMNIFIED UNDER THIS SECTION.
- D. THE INDEMNIFYING PARTY SHALL GIVE PROMPT, WRITTEN NOTICE TO THE INDEMNIFIED PARTY OF ANY PROPOSED SETTLEMENT OF A CLAIM THAT IS INDEMNIFIABLE UNDER THIS SECTION. THE INDEMNIFYING PARTY MAY NOT, WITHOUT THE INDEMNIFIED PARTY'S PRIOR, WRITTEN CONSENT, SETTLE OR COMPROMISE ANY CLAIM OR CONSENT TO THE ENTRY OF ANY JUDGMENT REGARDING WHICH INDEMNIFICATION IS BEING SOUGHT UNDER THIS SECTION.
- E. MAINTENANCE OF THE INSURANCE REQUIRED BY THIS CONTRACT SHALL NOT LIMIT THE INDEMNIFYING PARTY'S OBLIGATIONS UNDER THIS SECTION. THE INDEMNIFYING PARTY SHALL REQUIRE ALL SUBCONTRACTORS TO INDEMNIFY THE CITY IN THE SAME MANNER AS PROVIDED IN THIS SECTION.

1.19 NOTICES:

Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Notices to the Contractor shall be sent to the address registered with the City. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the assigned Procurement Specialist.

1.20 CONFIDENTIALITY:

The Parties may be granted access to certain of the other Party's or Licensor's Confidential Information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the Party or its licensors consider confidential) (Confidential Information) to provide the Deliverables to the City. The Parties acknowledge and agree that the Confidential Information is the valuable property of the disclosing Party and its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the disclosing Party and its licensors. The receiving Party (including its employees, Subcontractors, agents, or representatives) agrees it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without prior written consent of disclosing Party, or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an Order of a court or other governmental authority (including a Texas Attorney General opinion) with proper jurisdiction. In all cases, the receiving Party agrees to promptly notify the disclosing Party before disclosing Confidential Information to permit the disclosing Party reasonable time to seek an appropriate protective Order. The receiving Party agrees to use protective measures no less stringent than the receiving Party uses in its business to protect its own most valuable information. In all circumstances, the receiving Party's protective

**CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS**

measures must be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

- A. The Parties agree: (i) not to use Confidential Information for any reason other than for the purpose of providing or receiving the Deliverables, (ii) not to disclose Confidential Information to any third party other than to its employees who have a need to know the Confidential Information for furtherance of providing the Deliverables, and (iii) to promptly notify the disclosing Party of any request for Confidential Information to be disclosed under any law or order of any court or other governmental authority with proper jurisdiction, so as to permit disclosing Party reasonable time to seek an appropriate protective order.
- B. All Confidential Information and derivations thereof shall remain the sole and exclusive property of disclosing Party, and no license or other right to the Confidential Information or intellectual property is granted or implied hereby. Upon the written request of disclosing Party, the receiving Party shall promptly return to disclosing Party all tangible items of Confidential Information furnished by disclosing Party and all copies thereof or certify in writing that all Confidential Information, including all copies, has been destroyed.
- C. No expiration or termination of the Contract shall affect either Party's rights or obligations with respect to Confidential Information.
- D. The Parties acknowledge and agree that any breach or threatened breach of the Contract could cause harm for which money damages may not provide an adequate remedy.
- E. The parties agree that in the event of such a breach or threatened breach of the Contract, in addition to any other available remedies, City may seek temporary and permanent injunctive relief restraining the Contractor from disclosing or using, in whole or in part, any Confidential Information.

1.21 TEXAS PUBLIC INFORMATION ACT:

- A. All material submitted by the Contractor to the City related to the Contract may become subject to public disclosure upon receipt by the City. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
- B. In accordance with Texas Government Code §552.372, if this Contract has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a fiscal year, Contractor agrees to:
 - i. Preserve all Contracting information related to the Contract as provided by the records retention requirements in the AUDITS AND RECORDS Section of the Contract;
 - ii. Promptly provide to the City any Contracting information related to the Contract that is in the custody or possession of Contractor on request of the City; and
 - iii. On completion of the Contract, either:
 - (1) Provide at no cost to the City all Contracting information related to the Contract that is in the custody or possession of Contractor; or
 - (2) Preserve the Contracting information related to the Contract as provided by the records retention requirements in the AUDITS AND RECORDS Section of the Contract.
- C. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Contract, and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that Subchapter.

1.22 PUBLICATIONS:

**CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS**

All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

1.23 ADVERTISING:

The Contractor shall not advertise or publish, without the City's prior written consent, the fact that the City has entered into the Contract, except to the extent required by law.

1.24 NO CONTINGENT FEES:

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

1.25 GRATUITIES:

The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were Offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

1.26 PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any Solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that Solicitation. Any willful violation of this Section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

1.27 INDEPENDENT CONTRACTOR:

The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent Contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

1.28 ASSIGNMENT DELEGATION:

The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this Paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third-party beneficiaries to the Contract.

**CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS**

1.29 WAIVER:

The claim or right arising out of a breach of the Contract cannot be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

1.30 MODIFICATIONS:

The Contract can be modified or amended only in writing and signed by both parties. No pre-printed or similar terms on any Contractor Invoice, Order, clickwrap agreement or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

1.31 INTERPRETATION:

The Contract is intended by the parties as a final, complete and exclusive Statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

1.32 DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this Section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within 30 calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to consider qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a Contract interpretation expert. If the parties fail to agree on a mediator within 30 calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center. The parties agree to participate in mediation in good faith for up to 30 calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

1.33 JURISDICTION AND VENUE:

**CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS**

The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another State or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

1.34 INVALIDITY:

The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

1.35 HOLIDAYS:

Dates for the holidays observed by the City can be found here <https://www.austintexas.gov/departments/official-city-holidays>

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

1.36 SURVIVABILITY OF OBLIGATIONS:

All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

1.37 COOPERATIVE CONTRACT:

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, for the purpose of accessing their cooperative contracts and making available our cooperative contracts, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions of this cooperative contract to other eligible governmental agencies that have entered into an interlocal agreement with the City for the purpose of accessing the City's cooperative contracts.
- B. The City does not accept any responsibility or liability for the purchases by other governmental entities made under a separate contract based on this cooperative contract.

1.38 EQUAL OPPORTUNITY:

- A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City Contracts until deemed compliant with Chapter 5-4.

**CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS**

- B. **Non-Retaliation:** The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.
- C. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

1.39 SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or Subcontractor Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Subcontractor Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager no later than the 10th calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written Contract between the Contractor and Subcontractor. The terms of the Subcontract may not conflict with the terms of the Contract and shall contain provisions that
 - i. Require that all Deliverables and services to be provided by the Subcontractor be provided in strict accordance with the provisions, Specifications and terms of the Contract;
 - ii. Prohibit the Subcontractor from further Subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further Subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. Require Subcontractors to submit all Invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its Invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. Require that all Subcontractors obtain and maintain, throughout the term of their Contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. Require that the Subcontractor follow terms as defined in section, AUDITS AND RECORDS and City Code Chapter 2-11
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any Contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than 10 calendar days after receipt of payment from the City.

1.40 NON-SPECIFIED ITEMS:

**CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS**

The City may purchase additional related items that are available from the Contractor. Pricing for these non-specified items will be calculated based on a percentage markup over Contractor's cost, percentage discount of list price or as otherwise identified in the Price Sheet under the Non-Specified Items Section. The percentage markup or discount shall be fixed throughout the term of the Contract and are not subject to increase. They shall also remain firm through subsequent Contract extension options. The City may request additional information from the Contractor to substantiate the percentage markup or discount prior to placing an order.

1.41 ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices can be reviewed upon contract execution. In recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on a three (3) months basis from the anniversary date of Contract execution and memorialized by an amendment to the contract. The percentage change between the Contract price and the requested price shall not exceed the percentage change between the specified index in effect prior to the request. In no event shall the total amount of the Contract be automatically adjusted as a result of the change in one or more-line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect upon execution, unless otherwise defined, and remain in effect until Contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the quarterly renewal date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original Contracted price (the Solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or Contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
 - a. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
 - i. Utilize final Compilation data instead of Preliminary data
 - ii. If the referenced index is no longer available shift up to the next higher category index.
 - iii. Index Identification: Complete.

Weight % or \$ of Base Price: 100%
Database Name: Producer Price Index Industry Data
Series ID: WPU 11740999

**CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS**

<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: All	
Description of Series ID: Machinery and equipment – Power and distribution transformers, except parts.	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on Solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

1.42 INSURANCE:

A **GENERAL INSURANCE REQUIREMENTS:**

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages and endorsements required in Section B., Specific Insurance Requirements, to the City prior to Contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- ii. All endorsements naming the City as additional insured, waivers, and notices of cancellation shall indicate, and the Certificate of Insurance shall be mailed to the following address:

City of Austin Purchasing Office
P.O. Box 1088
Austin, Texas 78767
OR
PURInsuranceCompliance@austinTexas.gov
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

**CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS**

- iv. The City may request that the Contractor submit certificates of insurance to the City for all Subcontractors prior to the Subcontractors commencing work on the project.
 - v. The Contractor's and all Subcontractors' insurance coverage shall be written by companies authorized to do business in the State of Texas and have an A.M. Best rating of B+VII or better.
 - vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
 - vii. If insurance policies are not written for amounts specified in Section B., Specific Insurance Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
 - viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
 - ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in exposure, statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
 - x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
 - xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions greater than \$499,999 shall be disclosed on the Certificate of Insurance.
 - xii. If any required insurance is written on a claims-made basis, the Certificate of Insurance shall state that the coverage is claims-made and the retroactive date shall be prior to or coincident with the date of the Contract and the coverage continuous and shall be provided for 24 months following the completion of the Contract.
 - xiii. The insurance coverages specified in Section B., Specific Insurance Requirements, are required minimums and are not intended to limit the responsibility or liability of the Contractor.
- B. **Specific Insurance Coverage Requirements:** The Contractor, consistent with its status as an independent Contractor shall carry and will cause its Subcontractors to carry, at a minimum insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease policy limit and \$1,000,000 bodily injury by disease each employee.
- (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
- a. Waiver of Subrogation, Form WC420304, or equivalent coverage;
 - b. 30 Days' Notice of Cancellation, Form WC420601, or equivalent coverage.

**CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS**

- ii. **Commercial General Liability Insurance:** Coverage with minimum bodily injury and property damage per occurrence limits of \$1,000,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - a. Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project;
 - b. Independent Contractors coverage (Contractor/Subcontracted work);
 - c. Products/Completed Operations Liability for the duration of the warranty period;
 - d. If the project involves digging or drilling, provide Explosion, Collapse, and Underground (X, C, & U) Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - a. Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage;
 - b. 30 Days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage;
 - c. The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.
- iii. **Business Automobile Liability Insurance:** Coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - a. Waiver of Subrogation, Endorsement CA0444, or equivalent coverage;
 - b. 30 Days' Notice of Cancellation, Endorsement CA0244, or equivalent coverage;
 - c. The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

Policy shall be endorsed to name City of Austin, its Affiliates, and their respective directors, officers, employees, and agents, as additional insured.

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. If endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

Note: If shipment is made by common carrier, then the requirements for Workers Compensation Employee Liability and Business Automobile Liability Insurance are not required. The Contractor must provide a written statement if a common carrier will be used to deliver parts.

2 GOODS

2.1 DELIVERY AND PACKAGING TERMS:

- A. **DELIVERY AND TRANSPORTATION CHARGES:** Deliverables shall be shipped F.O.B. destination, prepaid and allowed unless otherwise specified. Unless otherwise stated in this Contract, the Contractor's price shall be deemed to include all delivery and transportation charges of required mode of transportation. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be set forth in the block of the Purchase Order or Delivery Order entitled "SHIP TO" and/or Offer Sheet. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays. The City expressly reserves all rights under law, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables.

**CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS**

- B. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach. However, the Contractor shall have the right to substitute a conforming tender; provided if the time for performance has not yet expired. The Contractor shall notify the City of the intention to cure and may then make a conforming tender within the time allotted in the Contract.
- C. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** All Deliverables must be shipped complete unless arrangements for partial shipments are made in advance. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables or Services. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables or Services. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor within 30 calendar days of notification provided by the City.
- D. **RIGHT OF INSPECTION AND REJECTION:** The City expressly reserves all rights under law to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables
- E. **CONTRACTOR PACKAGING DELIVERABLES:** The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and Purchase Order or Delivery Order number and the price agreement number if applicable, (c) container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear the cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable Specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2.2 WARRANTY:

- A. **PRICE:**
 - i. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
 - ii. The Contractor warrants that its prices provided in this Contract are no higher than its current prices on orders for similar goods under similar terms of purchase.
- B. **TITLE & RISK OF LOSS:** Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables. The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
- C. **DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the Specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Contract, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

**CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS**

- i. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
- ii. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within 30 calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this Section.
- iii. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
- iv. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall fully assist and cooperate with the City to enforce such manufacturer's warranty for the benefit of the City.
- i. Contractor warrants that all Equipment shall be at current engineering change levels and shall be eligible for the manufacturer's standard prime shift maintenance contract upon delivery.

2.3 WARRANTY BY CONTRACTOR AGAINST INFRINGEMENTS:

- A. The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the Specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims.
- B. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties Stated in this Contract.
- C. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's Specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this Paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.

2.4 RESTOCKING FEES:

**CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS**

- A. The Contractor may bill the City restocking fees (if specifically authorized by this Contract) for parts that are Ordered by the City under the Contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.
- B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.

2.5 PUBLISHED PRICE LISTS:

The Published Price List may be superseded or replaced during the Contract term only if price revisions are the result of a modification to the manufacturer's official Published Price List. Written notification from the Contractor of price changes, along with one copy of the revised manufacturer's official Published Price List must be submitted to the Purchasing Office with the effective date of change to be at least 30 calendar days after written notification. The City reserves the right to refuse any list revision. The discounts or markups on equipment rental, material, supplies, parts, and Contract services shall be fixed throughout the term of the Contract and are not subject to increase. Failure to submit written notification of Published Price List revisions will result in the rejection of new prices being Invoiced. The City will only pay Invoices according to the last approved price list.

2.6 HAZARDOUS MATERIALS:

- A. If this Contract involves hazardous materials, the Contractor shall provide the City the Safety Data Sheets (SDS) on all chemicals and hazardous materials being used, specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the SDS is grounds for the City to terminate this Contract immediately.
- C. The SDS, instructions and information required in Paragraph "A" must be included with each shipment under the Contract.

3 SERVICES

3.1 ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES AND/OR SERVICES:

If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables or Services, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables or Services. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables or Services. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor within 30 calendar days of notification provided by the City.

3.2 WORKFORCE:

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, Subcontractors, and Subcontractor's employees may not while engaged in participating or responding to a Solicitation or while in the course and scope of delivering goods or services under a City of Austin Contract or on the City's property:

**CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS**

- i. Illegally use or possess a firearm, except as required by the terms of the Contract; or
 - ii. Use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has illegally possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

3.3 GUARANTEE – SERVICES:

The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices following the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
- B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from Final Acceptance Date. The maintenance period shall not begin until after the Final Acceptance Date and no associated maintenance fees will be charged until commencement of the maintenance period. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with the services warranty standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within 30 calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this Section.
- C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

3.4 PLACE AND CONDITION OF WORK:

The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and Specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

3.5 COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:

The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable Federal, State, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety

**CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS**

requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this Paragraph.

3.6 WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Access to the Austin Energy Department building by the Contractor, all Subcontractors and their employees will be strictly controlled, at all times, by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Austin Energy building at least 30 days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than 20 days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the Contract, the Contractor shall so notify the City's Contract Manager, in writing, within 10 days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the Austin Energy building and security badges must be on display, at all times, when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and Subcontractors are kept fully informed as to these requirements.

DEFINITIONS

"Affiliate" – including but not limited to, (i) Contractor's parent, subsidiaries, sister companies, partnerships, joint ventures, franchisees, assigns, business partners, contractors, subcontractors and consultants, controlling, controlled by or under common control of Contractor as they may change from time to time and (ii) Users, as they may change from time to time.

"Amendment" – a written document executed by both Parties that modifies the terms of this Contract, including referenced attachments.

"Authorized Persons" – the Contractor personnel (including subcontractor personnel) located in the contiguous United States having successfully completed the required background check and related requirements of the Contract.

"Change Order Request" – the written document provided by the City to Contractor requesting changes to Contractor's obligations under this Contract.

"Change Order Response" – the written document provided to the City by Contractor in response to City's Change Order Request.

"City Confidential Information" – (a) information provided by the City that is marked or identified as confidential, (b) information, including software, computer programs, documentation, processes, procedures, techniques, technical, financial, customer, personnel and other business information of a non-public nature that would reasonably be understood to be confidential whether or not marked or identified as confidential, (c) information generated by Contractor (or subcontractor) that contains, reflects, or is derived from Confidential

**CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS**

Information, (d) Personal Identifying Information, (e) Restricted Data , and (f) all other information made confidential by federal, state or local law or regulation. City Confidential Information is part of City Data.

“City Data” – data or information (in any form) regarding the City or its customers that is created, collected, provided, obtained, or otherwise made available in connection with this Contract to an Authorized Person.

“City Identified Contact” – the person or persons designated in writing by the City to receive security incident notifications.

“City” – the City of Austin, Texas, a municipal corporation and subdivision of the State of Texas, or a department of same.

“Cloud Service” – any Service made available to Users via the Internet from a provider's servers as opposed to being provided from the City's own on-premises servers. In this instance, it would mean such Services provided by the Contractor.

“Confidential Information” – all written or oral information, which may be disclosed by either Party to the other, related to the business operations of either Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential; **“City Confidential Information”** is a subsets of Confidential Information.

“Contract” – the final general authorizing document (including Change Orders thereto) utilized by the City to procure Services from Contractor and any attachments and appendices attached thereto.

“Contract Price” – the total amount to be paid to Contractor under any Purchase Order as it may be adjusted or changed in accordance with the terms of the final Contract.

“Contractor” – the contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.

“Contractor Information” – all techniques, algorithms and methods or rights thereto owned by or licensed to Contractor during the term of this Contract and employed by Contractors in connection with the Services provided to City.

“Contractor Software” – software that was developed or licensed to Contractor independent of this Contract and which Contractor utilizes to provide the Subscription Services or the Non-subscription Services.

“Data Breach” – the unauthorized access by a non-authorized person(s) that results in the use, disclosure or theft of City's or City's customers' unencrypted Personally Identifiable Information or City Confidential Information.

“Documentation” – the documentation created by the Contractor for the Services provided but does not include customized documentation prepared under the Contract and which are Deliverables under the Contract, including the Statement of Work; such Deliverables are wholly owned by City and Contractor shall make no claim to such Deliverables.

“Facility” – the City designated facility or location set forth in the Purchase Order where Services are to be performed by Contractor or Supplier or software installed.

“FACTA” – the Fair and Accurate Credit Transactions Act, 15 U.S.C. §§ 1681-1681x.

“Final Acceptance Date” – the date upon which the City confirms that all Services and Work Products have been completed and tested and function in accordance with the terms of the Contract.

“IaaS Subscription Schedule” – the document, part of the Contract, executed by both Parties that sets out the Parties' rights and obligations with respect to City's access to and use of the IaaS services.

“Infrastructure-as-a-Service” (IaaS) – the capability provided to the consumer to provision processing, storage, networks and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications and possibly limited control of select networking components (e.g., host firewalls).

“Non-Public Data” – data typically considered internal and used for city business or mission needs. All information is considered Non-Public unless otherwise classified or explicitly defined through the Information Governance Program or official policy or procedural documents.

**CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS**

“Public Data” means data typically created for public release or released to the public through management decision and/or a public information request.

“Restricted Data” means data typically exempt from public disclosure requirements under the provisions of applicable state or federal law. Examples of restricted information are regulated and confidential data.

“Non-Subscription Services” – the Services provided to City by Contractor under this Contract that are not included in the definition of Subscription Services. Non-subscription Services shall include, but not be limited to, consulting, implementation, customization and other services provided to City by Contractor under this Contract, together with all documentation provided by or otherwise required of Contractor for any of the consulting, implementation, customization or other Services it provides.

“PaaS Subscription Schedule” – the document, part of the Contract, executed by both Parties that sets out the Parties’ rights and obligations with respect to City’s access to and use of the PaaS services.

“Party” or “Parties” – the City and Contractor, individually or together, as applicable.

“Personally Identifiable Information” – information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. PII includes, but is not limited to, personal information and/or personal data. Some forms of PII are considered Restricted Data and require additional protection, including, but not limited to, Sensitive Personal Information (SPI), Sensitive and/or Protected PII, and Protected Health Information (PHI).

“Platform-as-a-Service” (PaaS) – the capability provided to the City to deploy onto the cloud infrastructure consumer-created or -acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure, including network, servers, operating systems or storage, but has control over the deployed applications and possibly application hosting environment configurations.

“Purchase Order” – the general authorizing document (including Change Orders thereto) utilized by the City to procure Services from Contractor under this Contract and any attachments and appendices attached thereto.

“SaaS Software Application” and “SaaS Software” – the computer software listed on a SaaS Subscription Schedule to which Contractor has granted City access and use as part of the Subscription Services. This includes any customization, other derivative works, upgrades, releases, fixes, patches, etc. related to the software that Contractor develops or deploys during the term of this Contract, together with all documentation provided by or otherwise required of Contractor for any of the software, customization, other derivative works, upgrades, releases, fixes, patches, etc.

“SaaS Subscription Schedule” – the document, part of the Contract, executed by both Parties that sets out the Parties’ rights and obligations with respect to City’s access to and use of the SaaS Software Application.

“Security Incident” – any actual or potential unauthorized disclosure of, or unauthorized access to, City Confidential Information; or a violation or imminent threat of violation of computer security policies, acceptable use policies, or violation or imminent threat of violation of industry standard security practices.

“Service Level Agreement” (SLA) – a written agreement between both the City and the Contractor that is subject to the terms and conditions of the Contract that, unless otherwise agreed, includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures by or otherwise required of Contractor for any of the software, customization, other derivative works, upgrades, releases, fixes, patches, etc.

“Service Levels” – the performance specifications for work performed by the Contractor under a SaaS Subscription Schedule or Statement of Work.

“Services” – work, direction of work, installation services, technical information, technical consulting, software programming and development, software maintenance and support services, or other professional and technical services furnished by Contractor as described in detail in the final Contract.

**CITY OF AUSTIN
STANDARD TERMS AND CONDITIONS**

“Software” – the computer programs in source code, object code or binary form or in any other form, including any related or included computer programs, whether owned by Licensor or licensed to Licensor by a third party which has authorized Licensor to sublicense such computer programs, and including any documentation or related materials concerning the application, use, training of users, theory of operation, maintenance or any other aspect of the Software.

“Software-as-a-Service” (SaaS) – the Services provided to the City to use the Contractor’s offering running on non-City owned infrastructure. The User does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

“Specifications” – those technical specifications attached to the Contract and to which the Services and Work Products supplied by Contractor must conform.

“Statement/Scope of Work” – a written statement of Deliverables including Services and, ultimately, the Contract, which describes the City’s Service needs and expectations.

“Subscription Services” – City’s access to and use of and Contractor’s provision of the SaaS Software Applications and other Services listed on a SaaS Subscription Schedule and in accordance with the terms and conditions set forth in the SaaS Subscription Schedule and Contract documents, as appropriate.

“Third Party” – any natural person or legal entity other than Contractor and City.

“Transition Date” – the date upon which it is established to City’s satisfaction that the SaaS Software Application is stable enough to support City’s production processing.

“User Information” – all information directly or indirectly obtained from Users accessing the SaaS Software Applications where such information is obtained by Contractor or by any of its employees, representatives, agents or any Third Parties having contractual privity with Contractor or who are under Contractor’s supervision or control.

“User” – City’s employees, agents, consultants, outsourcing companies, contractors and others who are authorized by City to access and use the SaaS Software Applications and any part or portion of the Subscription Services or non-Subscription Services in the performance of their duties for City.

“Work Product” – all deliverables and other materials, products or modifications developed or prepared for City by Contractor under this Contract, including without limitation, any integration software or other software, all data, program images and text viewable on the Internet, any HTML code relating thereto, or any program code, including program code created, developed or prepared by Contractor under or in support of the performance of its obligations under this Contract, including manuals, training materials and documentation, but excluding the Contractor’s Software.

**CITY OF AUSTIN
CENTRAL PROCUREMENT
SCOPE OF WORK
RFP 1100 MEA3006 – NETWORK TRANSFORMERS**

1.0 Purpose

Contractor shall provide network transformers for Austin Energy to supply power to grid-type secondary or network distribution systems in areas of high load density.

2.0 Term of Contract

This Contract shall become effective as of the date of execution and remain in effect for an initial term of twelve (12) months or until the City terminates the Contract. The Contract may be extended beyond the initial term for up to four additional 12-month periods at the City's sole option.

3.0 Contractor Requirements

- A. The Contractor shall provide an Inspector with five years of experience working with network transformers.
- B. The Contractor shall have a service facility located in North America for the duration of the warranty period.
- C. Contractor shall provide a resume of the Inspector.
- D. The Contractor shall perform a complete inspection of the network transformer received within twenty-four (24) hours of delivery at Austin Energy warehousing facility. This report shall be sent via email to the Network Scheduler Analyst within forty-eight (48) hours of network transformer delivery.
- E. Contractor shall provide a single point of contact responsible for the shipment, storage, and installation phases.
- F. The single point of contact shall be a representative from the contractor's facility and shall handle all issues that arise during any of the three phases due to manufacturer defects or damage.

4.0 Austin Energy Requirements

- A. Austin Energy reserves the right to inspect the warehouse facility prior to awarding a contract.

5.0 Storage Requirements

- A. The Contractor shall have a minimum of two thousand (2000) square feet of floor space to store network transformers in a weatherproof warehouse for up to ninety (90) days.
- B. Austin Energy reserves the right to visit the warehousing facility to make sure it complies with the storage requirements. The Contractor may not charge Austin Energy for its right to visit the facility.

**CITY OF AUSTIN
CENTRAL PROCUREMENT
SCOPE OF WORK
RFP 1100 MEA3006 – NETWORK TRANSFORMERS**

5.0 Delivery Requirements

Delivery shall be made to the following location unless otherwise specified by the City in the order:

City of Austin	Austin Energy
Address	Decker Steel Yard 1001 Decker Lane Austin, TX 78724
Days	Monday through Friday
Hours of Operation	7:00 am to 3:00 pm

- A. Delivery shall be made within two (2) business days after the order is placed (either verbally or in writing).
- B. All orders shall be shipped complete unless arrangements for partial shipments are made in advance.
- C. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, unit price and City of Austin purchase order number.
- D. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification.

6.0 Designation of Key Personnel

The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor shall promptly notify the City and obtain approval for the replacement. Such approval shall not be unreasonably withheld. The City's key personnel are identified as follows:

	<u>Name/ Title</u>	<u>Phone Number</u>	<u>Email Address</u>
City Contract Manager	Chester S Oszust, Jr.	512-322-6340	Chester.Oszust@austinenergy.com
City Project Manager	Aaron Hanson	512-505-7555	Aaron.Hanson@austinenergy.com
City Contract Administrator, Procurement Specialist	Maria Andrade	512-972-9424	Maria.Andrade@austintexas.gov

CITY OF AUSTIN- AUSTIN ENERGY
PURCHASE SPECIFICATION
FOR
TRANSFORMER, NTWK, VLT, 3PH, 500-2000 KVA, 12.47KV, 277/480Y

1.0 SCOPE AND CLASSIFICATION

1.1 Scope

1.1.1 This specification covers three-phase oil filled network type transformers.

1.1.2 No deviations from this specification will be permitted.

1.2 Classification

1.2.1 Voltage shall be 12,470 Volts Delta, 480Y/277, or 216Y/125 Volts.

1.2.2 Transformer rating shall be 500 and 750 for 216Y/125 and 500, 1000, 1500, and 2000 kVA for 480Y/277 as specified on bid request.

1.2.3 No-load high voltage taps shall be 5% below, 2 1/2% below, rated 2 1/2% above, and 5% above.

1.2.4 Basic Insulation Level (BIL) shall be 125 kV for windings, 95 kV for bushings.

2.0 APPLICABLE STANDARDS

Network transformers furnished under these specifications shall meet all applicable, ASTM, EEI-NEMA, ANSI, AND IEEE Standards, latest revision.

2.1 ANSI C57.12.40 - Subway and Vault Types (Liquid Immersed) Requirements.

2.2 ANSI/ASTM D3487 - Mineral Insulating Oil Used in Electrical Apparatus.

2.3. ASTM D2300 - Standard Test Method for Gassing of Insulating Oils under Electrical Stress and Ionizing. Modified Pirelli Method R (1991)

2.4 ASTM D1816 - Standard Test Method for Dielectric Breakdown Voltage of Insulating Oils of Petroleum Origin Using VED Electrodes.

2.5 ASTM D877 - Standard Practices for Sampling Water-Formed Deposits. R (1994)

2.6 ASTM D971 - Standard Test Method for Interfacial Tension of Oil against Water by the Ring Method.

2.7 ASTM/D1500 - Standard Test Method for ASTM Color of Petroleum Products. (ASTM Color Scale) (IP Designation: 196/91)

2.8 ASTM D1524 - Standard Test Method for Visual Examination of Used Electrical Insulating Oils of Petroleum Origin in the field.

2.9 ASTM D1533 - Standard Test Method for Water in Insulating Liquids. (Karl Fisher Method)

2.10 ASTM D924 - Standard Test Method for Dissipation Factor and Relative Permittivity of Electric Insulating Liquids.

3.0 FUNCTIONAL REQUIREMENTS

- 3.1 Transformers shall be self-cooled, 65 degrees (°) Centigrade (C) temperature rise above ambient, vault type construction, suitable for occasional submerged operation.
- 3.2 Marking of terminals, winding connections, and vector relationships of windings shall be as shown on the attached drawing (Attachment I). On the faceplate of the transformer the phase configuration shall be denoted such that the phase corresponding to H1 shall be denoted as C-phase, H2 shall be denoted as A-phase, and H3 shall be denoted as B-phase.
- 3.3 The transformer shall be equipped with a glass or magnetic type liquid level indicator on all oil filled compartments. The liquid level shall have a dark dial face with light markings and a light indicating hand. The dial markings shall show the 25 degrees (°) centigrade (C) level and the minimum and maximum levels. The words "Liquid Level" shall be on the dial or on a suitable nameplate mounted adjacent to the indicator.
- 3.4 The transformer shall be equipped with a dial type thermometer on the main tank for indicating liquid temperature. The thermometer shall have a black indicating hand and a red maximum indicating hand. The main tank thermometer shall be provided with electric alarm contacts.
- 3.5 A primary disconnect and grounding switch shall be provided on the transformer. The primary disconnect and grounding switch shall conform to the requirements identified in IEEE standard C57.12.40-2011.

When the transformer is viewed from the side of the primary switch, with the switch handle on the right-hand side of the chamber, C-phase (H1) shall be closest to the handle, B-phase (H3) furthest from the handle, and A-phase (H2) between Phase B (H3) and C-phase (H1).

Sequential grounding sequence of operation shall be C-phase, then Phases C and A, and then Phases C, A, and B. This sequence of operation shall be identified on the switch index plate and also by stainless steel tags on the switch chamber. Those tags shall identify which phases are grounded and coordinate to the switch operation such that the operator can clearly determine which phases are grounded.

- 3.6 Transformers shall either utilize a primary dead break switch with sequential grounding or a primary mag break switch with sequential grounding.
- 3.7 Transformers using a primary dead break switch with sequential grounding, which requires de-energized operation only w/special Austin Energy sequential grounding & phase notation (C, CA, CAB). The primary dead break switch with sequential grounding shall be a Quality Switch Type QS-GBN Model 4L0201503ST3-NT1 for 208Y/120 secondary voltage or Model 4L0201503ST3-NT2 for 480Y/277 secondary voltage or buyer approved equal.
- 3.8 Transformers using a primary mag break switch with sequential grounding, which only interrupts exciting current w/special Austin Energy sequential grounding & phase notation (C, CA, CAB). The primary mag break switch with sequential grounding shall be a Quality Switch Type QS-GBN switch Model 4L0201503ST3-NA1 for 208Y/120 secondary voltage or Model 4L0201503ST3-NA2 for 480Y/277 secondary voltage or buyer approved equal.
- 3.9 Alarm contacts shall be suitable for interrupting:
 - A. 0.02 ampere direct-current inductive load
 - B. 0.02 ampere direct-current noninductive load
 - C. 2.5 ampere alternating-current noninductive or inductive load
 - D. 250 volts maximum in all cases

- 3.10 The sudden pressure relay shall be mounted on the main tank to respond to changes in internal gas pressure. The Seal-in relay's contacts shall be for alarm and tripping and a reset switch, shall be externally mounted. The normal operating voltage of the seal-in relay shall be 125VAC. Adequate surge suppression to prevent false operations due to transient voltages on control leads shall be provided. The sudden pressure relay shall be designed such that external vibration or mechanical shocks shall not cause false operations. All mechanical provisions and equipment for testing shall be provided. In addition, the seal –in relay and wiring shall be rated for in-circuit testing with remote lockout relay.
- 3.11 All transformers supplied to Austin Energy shall meet or exceed the efficiency values in accordance with the latest revision of Department of Energy CFR Title 10, Volume 3, Chapter II, Subchapter D, Part 431, Subpart K – “Energy Efficiency Program for Certain Commercial and Industrial Equipment” as applicable. Certified test data by serial number shall be provided with each transformer.

4.0 PHYSICAL REQUIREMENTS

- 4.1 The transformer shall have 600-ampere minimum side-mounted apparatus bushings on the high side. The bushings shall be bolted to the tank for ease in replacement. Welded bushings are not acceptable. Bushings provided shall be Elastimold K675-S1 (copper) or Austin Energy approved equivalent.
- 4.2 The low voltage throat and bushings shall be in accordance with ANSI C57.12.40.
- 4.3 The neutral bushing shall be insulated from the transformer tank. The ground to tank shall be made by a flexible copper braid bolted between the transformer tank and the neutral bushing of the transformer. Copper braid size shall be equal to 500 MCM bare copper. The neutral bushing shall have a four-hole NEMA pad for 1000 kVA and smaller and a six-hole NEMA pad for 1500 and 2000 kVA transformers.
- 4.4 The high voltage compartment shall be completely sealed and filled with insulating oil prior to shipping.
- 4.5 The tap changer shall be designed for de-energized operation. An indicator shall clearly show the position of the tap changer.
- 4.6 The transformer tank shall be of a sealed construction, consisting of a welded main cover equipped with lifting lugs and hand-hole cover(s) with gasket.
- 4.7 Jack pads or bars shall be provided so that there are three inches (3”) of clearance up from the bottom of the transformer for lifting jacks.
- 4.8 Transformer sizes listed below are maximums and shall not be exceeded.

KVA	HEIGHT	LENGTH	DEPTH
500	6’0”	7’0”	3’6”
750	6’2”	7’0”	4’0”
1000	6’2”	7’6”	4’0”
1500	6’6”	8’0”	4’6”
2000	6’8”	8’6”	5’0”

- 4.9 All high voltage windings shall be made of copper.

5.0 INSULATING OIL REQUIREMENTS

- 5.1 The insulating oil shall be non-polychlorinated biphenyl (PCB), defined as containing less than one part per million (ppm) PCB. Certification of the non-PCB oil shall be furnished and shall include the method of testing used.

- 5.2 The transformer nameplate shall be marked "non-PCB." In addition, a blue "non-PCB" label of a minimum 1"X 2" size shall be installed directly below the nameplate.
- 5.3 The oil shall conform to the latest revision of ANSI/ASTM D3487, Type II. The gassing coefficient shall be negative when tested in accordance with ASTM D2300, Section 2.0.
- 5.4 The Contractor shall supply test reports, which verify compliance with the oil performance requirements given below:

Test and Method

Dielectric Strength, ASTM D-1816, kV Minimum,	
0.04 inch gap:	20 kV
0.08 inch gap:	40 kV
Dielectric Strength, ASTM D-877, kV Minimum	30 kV
Power Factor, ASTM D-924, % maximum; 25° C	0.15
% maximum; 100 ° C	1.50
Interfacial Tension, ASTM D-971, mN/m Minimum:	35
Color, ASTM D-1500, ASTM Units:	1.0
Visual Examination, ASTM D-1524	Bright and Clear
Water Content, ATSM D-1533, ppm, maximum:	25

- 5.5 The Contractor shall be subject upon request, to furnish laboratory test data for the insulating oil. Oil furnished under these specifications shall be subject to tests and any insulating oil failing these tests will be returned to the Contractor at the Contractor's expense.

6.0 LOAD LOSSES

- 6.1 Before or upon delivery, the Contractor's certified factory test reports shall be provided to Austin Energy for final review.
- 6.2 Losses shall be the actual tested losses corrected to 20°C no load and 85°C for load, reported by serial number and City of Austin purchase order number for each transformer delivered.
- 6.3 The actual losses of any one transformer on an order shall not exceed the quoted guaranteed losses by more than the following percentages:

	<u>No load losses</u>	<u>Total losses</u>
Network Transformer	10%	6%

- 6.4 Penalty

For each transformer where the actual losses exceed the quoted guaranteed losses, a penalty will be assessed through a price reduction for each transformer.

$$\text{Penalty} = 2[(\$5,239.00/\text{kW}) (\text{actual no load losses} - \text{quoted guaranteed no load losses}) + (\$3,123.00/\text{kW}) (\text{actual winding losses} - \text{quoted guaranteed winding losses})]$$

7.0 SIGNAGE

TYPICAL EXTERNAL SIGNAGE MATERIAL REQUIREMENTS OF 3-PHASE PAD-MOUNTED TRANSFORMERS

“NO PCBs” decal: 6 inch X 6 inch, blue. Base Film: 0.0035-inch cast polyvinyl chloride, with UV inhibitors as per MIL-M-22106A. Cyasorb UV-9 light absorber C14H1203, Gloss 80 UL 94 rated. Over lamination: 002PVF (polyvinyl fluoride) Tedlar UV screening film from E.I. DuPont. Cold-seal bonded. Adhesive: 0.002-inch permanent acrylic hi-tack, with high-temperature-resistant Elasticisors for adhesion at 40 deg. F. PSTC test method: #1 modified for a 15 minute dwell time, with 2 mils of adhesive, 56 oz/inch width rating. Ink: Silkscreen type 4, with automotive grade pigments and binders, 0.0004-inch thick + 0.0001, inch high pigment volume concentration total PVC 40-50 (copper phthalocyanines). Liner: 0.0007-inch + 0.001- inch Kraft coated one side chemical resistant. Salt spray: 240 hours 5%, at 100 degrees, with no blistering, color change, or other material degradation. No effect when immersed in diesel fuel, motor oil, anti-freeze, detergent 2 %, ammonium hydroxide (12% and 39%), kerosene, acetic acid, acetone, and water. Service temperature range: - 40 to +170 deg. F. The decal shall last a minimum lifetime exterior durability of 15 years from installation date with proper surface preparation.

“SIZE KVA” decal: width as required, 2 7/8 inches tall, Engineer Grade, adhesive reflective vinyl, with yellow numbers, black background.

“SIZE SECONDARY” decal: width as required, 2-7/8 inches tall, Engineer Grade, adhesive reflective vinyl, with yellow numbers on Black Background. Sticker shall read “L-L VoltageY / L-G Voltage”.

8.0 BARCODING

- 8.1 The following referenced documents are indispensable for the application of Specification E-708 (i.e., they must be understood and used, so each referenced document is cited in the text and its relationship to this document is explained). For dated references, only the edition cited applies. For undated references, the latest edition of the referenced document (including any amendments or corrigenda) applies.

ANSI/AIM BC1-1995, Uniform Symbology Specification—Code 39.1

ANSI INCITS X3.182, Bar Code Print Quality Guideline.

ASTM B117, Standard Practice for Operating Salt Spray (Fog) Apparatus. 2

ASTM G154, Standard Practice for Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic Materials.

IEEE Std C57.12.00TM, IEEE Standard for General Requirements for Liquid-Immersed Distribution, Power, and Regulating Transformers.

IEEE Std C57.35.00TM, IEEE Standard for Barcoding for Distribution Transformers and Step-Voltage Regulators

- 8.2 Network Transformers shall be labeled with permanent and/or temporary bar-code labels, as specified by the user.

Quiet zones no less than 0.64 cm (0.25 in) in length shall immediately precede and follow the bar code symbol.

8.4.3 Dimensions

The height of the bar code symbol shall be no less than 0.61 cm (0.24 in).

8.4.4 Interpretation line

A human-readable interpretation of the data included in the bar code shall be printed immediately beneath the bar code symbol. The height of the interpretation line shall be no less than 0.25 cm (0.10 in).

8.4.5 Permanent bar-code label placement on equipment

The preferred location for the permanent bar-code label, including both the bar-code symbol and its accompanying interpretation line, is on the outside of the equipment (as shown in 8.6).

8.5 General Requirements

8.5.1 Permanent label quality/durability requirements and tests

A) Requirements

Permanent bar-code label symbols are intended to be readable with commonly available scanning equipment for the required lifetime of the equipment nameplate as defined by IEEE Std C57.12.00.

The readability of the nameplate bar-code label may, however, be affected by the specific scanner equipment being used and by environmental conditions in which the scanning operation is being performed. Users may wish to address these considerations in their specifications. The following durability tests described in 8.5.2 through 8.5.3 shall be performed.

NOTE—Barcodes on a 300-series stainless-steel substrate are recognized as being difficult to decode. Camera-based bar-code readers may provide the ability to read barcodes on some substrates that cannot be read with laser-type scanners.

8.5.2 Salt-spray test

A bar-code permanent nameplate shall be tested for 1500 h in a 5% salt spray in accordance with ASTM B117. Following the test, the bar-code label shall retain print quality as described in 8.5.4.

8.5.3 Ultraviolet accelerated weathering test

A bar-code permanent nameplate label shall be exposed for 500 h in accordance with ASTM G154, utilizing the FS-40 bulb with a cycle of 4-h ultraviolet at 60 °C followed by 4-h condensation at 50 °C. Following the test, the bar-code label shall retain print quality as described in 8.5.4.

8.5.4 Print quality retention

After completion of the tests described in 8.5.2 and 8.5.3, the bar-code label will have met the requirements of this standard if it can be successfully scanned. Successful scanning is achieved when a bar code is read (correctly interpreted) on four of five attempts using a wand-type or laser-type scanner. The scanner shall be used in accordance with the operating procedures specified by the scanner manufacturer.

8.6 Bar-code Label Location on Three-Phase Vault and Network-Type Transformers

The bar-code label shall be located on the high-voltage end of the transformer. See Figure 2.

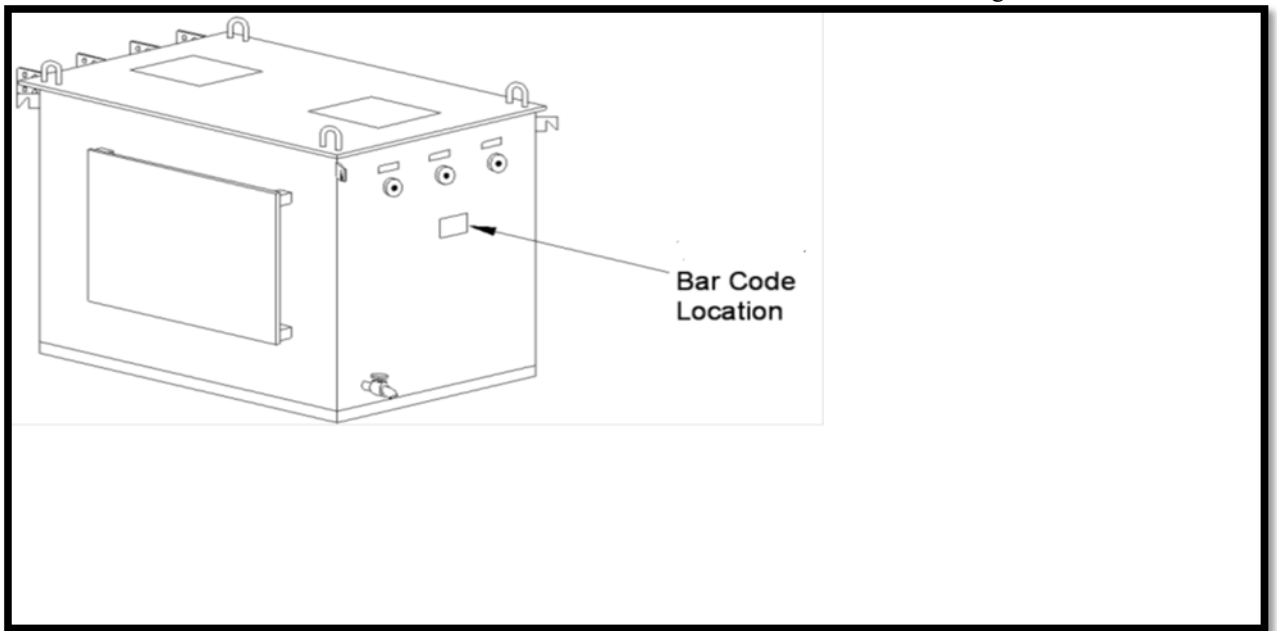
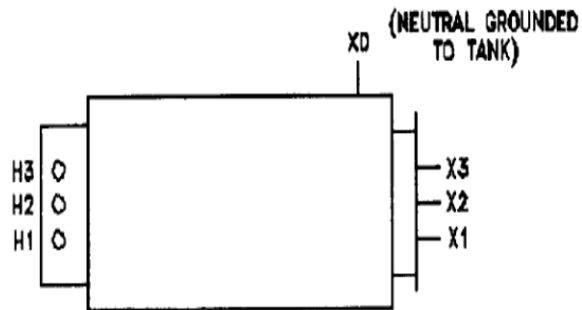
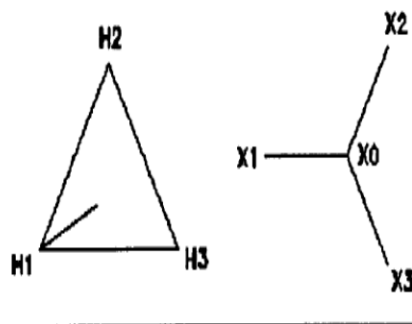


Figure 2 — Bar-code Label Location on Three-Phase Vault and Network-Type Transformers

ATTACHMENT 1



TERMINAL DESIGNATIONS



DELTA - WYE
VECTOR RELATIONSHIPS

TERMINAL DESIGNATIONS AND VECTOR RELATIONSHIPS
FOR NETWORK TRANSFORMERS

CITY OF AUSTIN- AUSTIN ENERGY
PURCHASE SPECIFICATION
FOR
TRANSFORMER, NTKW, 3PH, 500-2500 KVA, 34.5KV

1.0 SCOPE AND CLASSIFICATION

1.1 Scope

- 1.1.1 This specification covers three-phase oil filled network type transformers.
- 1.1.2 No deviations from this specification will be permitted.

1.2 Classification

- 1.2.1 Voltage shall be 34,500 Volts delta, 480Y/277 or 216Y/125 Volts.
- 1.2.2 Transformer rating shall be as specified on bid sheet.
 - a. 500 and 750 for 216Y/125
 - b. 500, 1000, 1500, 2000 and 2500 kVA for 480Y/277
 - c. 2500 kVA for 4160/2400
- 1.2.3 No-load high voltage taps shall be 5% below, 2 1/2% below, rated 2 1/2% above, and 5% above.
- 1.2.4 Basic Insulation Level (BIL) shall be 200 kV for windings, 150 kV for bushings.

2.0 APPLICABLE STANDARDS

Network transformers furnished under these specifications shall meet all applicable, ASTM, EEI-NEMA, ANSI, AND IEEE Standards, latest revision.

- 2.1 ANSI C57.12.40 - Subway and Vault Types (Liquid Immersed) Requirements.
- 2.2 ANSI/ASTM D3487 - Mineral Insulating Oil Used in Electrical Apparatus.
- 2.3. ASTM D2300 - Standard Test Method for Gassing of Insulating Oils Under Electrical Stress and Ionizing. Modified Pirelli Method R (1991)
- 2.4 ASTM D1816 - Standard Test Method for Dielectric Breakdown Voltage of Insulating Oils of Petroleum Origin Using VED Electrodes.
- 2.5 ASTM D877 - Standard Practices for Sampling Water-Formed Deposits. R (1994)
- 2.6 ASTM D971 - Standard Test Method for Interfacial Tension of Oil Against Water by the Ring Method.
- 2.7 ASTM/D1500 - Standard Test Method for ASTM Color of Petroleum Products. (ASTM Color Scale) (IP Designation: 196/91)
- 2.8 ASTM D1524 - Standard Test Method for Visual Examination of Used Electrical Insulating Oils

of Petroleum Origin in the field.

- 2.9 ASTM D1533 - Standard Test Method for Water in Insulating Liquids. (Karl Fisher Method)
- 2.10 ASTM D924 - Standard Test Method for Dissipation Factor and Relative Permittivity of Electric Insulating Liquids.

3.0 FUNCTIONAL REQUIREMENTS

- 3.1 Transformers shall be self-cooled, 65 degrees (°) Centigrade (C) temperature rise above ambient, vault type construction, suitable for occasional submerged operation.
- 3.2 Marking of terminals, winding connections, and vector relationships of windings shall be as shown on the attached drawing (Attachment I). On the faceplate of the transformer the phase configuration shall be denoted such that the phase corresponding to H1 shall be denoted as C-phase, H2 shall be denoted as A-phase, and H3 shall be denoted as B-phase.
- 3.3 The transformer shall be equipped with a glass or magnetic type liquid level indicator on all oil filled compartments. The liquid level shall have a dark dial face with light markings and a light indicating hand. The dial markings shall show the 25 degrees (°) centigrade (C) level and the minimum and maximum levels. The words "Liquid Level" shall be on the dial or on a suitable nameplate mounted adjacent to the indicator.
- 3.4 The transformer shall be equipped with a dial type thermometer on the main tank for indicating liquid temperature. The thermometer shall have a black indicating hand and a red maximum indicating hand. The main tank thermometer shall be provided with electric alarm contacts.
- 3.5 A primary disconnect and grounding switch shall be provided on the transformer. This primary disconnect and grounding switch shall conform to the requirements identified in IEEE standard C57.12.40-2011.

When the transformer is viewed from the side of the primary switch, with the switch handle on the right hand side of the chamber, C-phase (H1) shall be closest to the handle, B-phase (H3) furthest from the handle, and A-phase (H2) between Phase B (H3) and C-phase (H1).

Sequential grounding sequence of operation shall be C-phase, then Phases C and A, and then Phases C, A, and B. This sequence of operation shall be identified on the switch index plate and also by stainless steel tags on the switch chamber. Those tags shall identify which phases are grounded and coordinate to the switch operation such that the operator can clearly determine which phases are grounded.

- 3.6 Transformers shall either utilize a primary dead break switch with sequential grounding or a primary mag break switch with sequential grounding. (Except for 2500 kVA for 4160/2400)
- 3.7 Transformers using a primary dead break switch with sequential grounding, which requires de-energized operation only w/special Austin Energy sequential grounding & phase notation (C, CA, CAB). The primary dead break switch with sequential grounding shall be a Quality Switch Type QS-GBN Model 4L0202003ST3-NT1 for 208Y/120 secondary voltage or Model 4L0202003ST3-NT2 for 480Y/277 secondary voltage or buyer approved equal.
- 3.8 Transformers using a primary mag break switch with sequential grounding, which only interrupts exciting current w/special Austin Energy sequential grounding & phase notation (C, CA, CAB). The primary mag break switch with sequential grounding shall be a Quality Switch Type QS-GBN switch Model 4L0202003ST3-NA1 for 208Y/120 secondary voltage or Model 4L0202003ST3-NA2 for 480Y/277 secondary voltage or buyer approved equal.
- 3.9 Alarm contacts shall be suitable for interrupting:
 - A. 0.02 ampere direct-current inductive load
 - B. 0.02 ampere direct-current noninductive load

- C. 2.5 ampere alternating-current noninductive or inductive load
 - d. 250 volts maximum in all cases
- 3.10 The sudden pressure relay shall be mounted on the main tank to respond to changes in internal gas pressure. The seal-in relay's contacts shall be for alarm and tripping and a reset switch shall be externally mounted. Normal operating voltage of the seal-in relay shall be 125VAC. Adequate surge suppression to prevent false operations due to transient voltages on control leads shall be provided. The sudden pressure relay shall be designed such that external vibration or mechanical shocks shall not cause false operations. All mechanical provisions and equipment for testing shall be provided. In addition, the seal –in relay and wiring shall be rated for in-circuit testing with remote lockout relay.
- 3.11 All transformers supplied to Austin Energy shall meet or exceed the efficiency values in accordance with the latest revision of Department of Energy CFR Title 10, Volume 3, Chapter II, Subchapter D, Part 431, Subpart K – “Energy Efficiency Program for Certain Commercial and Industrial Equipment” as applicable. Certified test data by serial number shall be provided with each transformer.

4.0 PHYSICAL REQUIREMENTS

- 4.1 The transformer shall have 600 ampere minimum side-mounted apparatus bushings on the high side. The bushings shall be bolted to the tank for ease in replacement. Welded bushings are not acceptable. Bushings provided shall be a 35 kV, 600 A short shank bushing without stud and be equipped with a standard copper conductor rod.
- 4.2 The low voltage throat and bushings shall be in accordance with ANSI C57.12.40.
- 4.3 On the 2500 kVA 4160/2400 transformer the low side bushings shall be bolted to the tank for ease in replacement. Welded bushings are not acceptable. Bushings provided shall be a 35 kV, 600 A short shank bushing without stud and be equipped with a standard copper conductor rod. The network protector throat is not required on the 2500 kVA 4160/2400 volt transformer.
- The 2500 kVA 4160/2400 transformer shall be manufactured with applicable internal current transformers.
- 4.4 The neutral bushing shall be insulated from the transformer tank. The ground to tank shall be made by a flexible copper braid bolted between the transformer tank and the neutral bushing of the transformer. Copper braid size shall be equal to 500 MCM bare copper. The neutral bushing shall have a four hole NEMA pad for 1000 kVA and smaller and a six hole NEMA pad for 1500, 2000 and 2500 kVA transformers.
- 4.5 The high voltage compartment shall be completely sealed and filled with insulating oil prior to shipping.
- 4.6 The tap changer shall be designed for de-energized operation. An indicator shall clearly show the position of the tap changer.
- 4.7 The transformer tank shall be of a sealed construction, consisting of a welded main cover equipped with lifting lugs and gasketed hand hole cover(s).
- 4.8 Jack pads or bars shall be provided so that there is three inches (3”) of clearance up from the bottom of the transformer for lifting jacks.
- 4.9 Transformer sizes listed below are maximum and shall not be exceeded.

KVA	HEIGHT	LENGTH	DEPTH
500	6'0"	7'0"	3'6"
750	6'2"	7'0"	4'0"
1000	6'2"	7'6"	4'0"
1500	6'6"	8'0"	4'6"

2000	6'8"	8'6"	5'0"
2500	7'0"	9'0"	5'6"

4.10 All high voltage windings shall be made of copper.

5.0 INSULATING OIL REQUIREMENTS

- 5.1 The insulating oil shall be non-PCB (polychlorinated biphenyl), defined as containing less than one part per million (ppm) PCB. Certification of the non-PCB oil shall be furnished and shall include the method of testing used.
- 5.2 The transformer nameplate shall be marked "non-PCB". In addition, a blue "non-PCB" label of a minimum 1"X 2" size shall be installed directly below the nameplate.
- 5.3 The oil shall conform to the latest revision of ANSI/ASTM D3487, Type II. The gassing coefficient shall be negative when tested in accordance with ASTM D2300, Section 2.0.
- 5.4 The Contractor shall supply test reports, which verify compliance with the oil performance requirements given below:

Test and Method

Dielectric Strength,

ASTM D-1816, kV

Minimum,

0.04 inch gap: 20 kV

0.08 inch gap: 40 kV

Dielectric Strength, 30 kV

ASTM D-877, kV

Minimum

Power Factor, ASTM D-924,
% maximum; 25° C 0.15

% maximum; 100 ° C 1.50

Interfacial Tension, 35

ASTM D-971, mN/m

Minimum:

Color, ASTM D-1500,
ASTM Units: 1.0

Visual Examination, Bright and Clear
ASTM D-1524

Water Content,
ATSM D-1533,
ppm, maximum: 25

- 5.5 The Contractor shall be subject upon request, to furnish laboratory test data for the insulating oil. Oil furnished under these specifications shall be subject to tests and any insulating oil failing these tests will be returned to the Contractor at the Contractor's expense.

6.0 LOAD LOSSES

- 6.1 Before or upon delivery, Contractor's certified factory test reports shall be provided to Austin Energy for final review.
- 6.2 Losses shall be the actual tested losses corrected to 20°C no load and 85°C for load, reported by serial number and City of Austin purchase order number for each transformer delivered (see section 6.2).
- 6.3 The actual losses of any one transformer on an order shall not exceed the quoted guaranteed losses by more than the following percentages:

	<u>No load losses</u>	<u>Total losses</u>
Network Transformer	10%	6%

6.4 Penalty

For each transformer where the actual losses exceed the quoted guaranteed losses, a penalty will be assessed through a price reduction for each transformer.

$$\text{Penalty} = 2[(\$5,239.00/\text{kW}) (\text{actual no load losses} - \text{quoted guaranteed no load losses}) + (\$3.123.00/\text{kW}) (\text{actual winding losses} - \text{quoted guaranteed winding losses})]$$

7.0 SIGNAGE

TYPICAL EXTERNAL SIGNAGE MATERIAL REQUIREMENTS OF 3-PHASE PAD-MOUNTED TRANSFORMERS

“NO PCBS” decal: 6 inch X 6 inch, blue. Base Film: 0.0035-inch cast polyvinyl chloride, with UV inhibitors as per MIL-M-22106A. Cyasorb UV-9 light absorber C14H1203, Gloss 80 UL 94 rated. Over lamination: 002PVF (polyvinylfluoride) Tedlar UV screening film from E.I. DuPont. Cold-seal bonded. Adhesive: 0.002-inch permanent acrylic hi-tack, with high-temperature-resistant Elasticisors for adhesion at 40 deg. F. PSTC test method: #1 modified for a 15 minute dwell time, with 2 mils of adhesive, 56 oz/inch width rating. Ink: Silkscreen type 4, with automotive grade pigments and binders, 0.0004-inch thick + 0.0001, inch high pigment volume concentration total PVC 40-50 (copper phthalocyanines). Liner: 0.0007-inch + 0.001-inch Kraft coated one side chemical resistant. Salt spray: 240 hours 5%, at 100 degrees, with no blistering, color change, or other material degradation. No effect when immersed in diesel fuel, motor oil, anti-freeze, detergent 2 %, ammonium hydroxide (12% and 39%), kerosene, acetic acid, acetone and water. Service temperature range: -40 to +170 deg. F. Decal shall last a minimum lifetime exterior durability of 15 years from installation date with proper surface preparation.

“SIZE KVA” decal: width as required, 2 7/8 inches tall, Engineer Grade, adhesive reflective vinyl, with yellow numbers, black background.

“SIZE SECONDARY” decal: width as required, 2-7/8 inches tall, Engineer Grade, adhesive reflective vinyl, with yellow numbers on Black Background. Sticker shall read “L-L Voltage Y / L-G Voltage”.

8.0 BARCODING

- 8.1 The following referenced documents are indispensable for the application of Specification E-709 (i.e., they must be understood and used, so each referenced document is cited in the text and its relationship to this document is explained). For dated references, only the edition cited applies. For undated references, the latest edition of the referenced document (including any amendments or corrigenda) applies.

ANSI/AIM BC1-1995, Uniform Symbology Specification—Code 39.1

ANSI INCITS X3.182, Bar Code Print Quality Guideline.

ASTM B117, Standard Practice for Operating Salt Spray (Fog) Apparatus. 2

ASTM G154, Standard Practice for Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic Materials.

IEEE Std C57.12.00TM, IEEE Standard for General Requirements for Liquid-Immersed Distribution, Power, and Regulating Transformers.

IEEE Std C57.35.00TM, IEEE Standard for Barcoding for Distribution Transformers and Step-Voltage Regulators

8.2 Network Transformers shall be labeled with permanent and/or temporary bar-code labels, as specified by the user.

8.3 Permanent bar-code label

8.3.1 Purpose of the permanent bar-code label-

The information contained on the permanent bar-code label is to be used as the access key to a database after initial receipt of the equipment.

8.3.2 The permanent bar-code label shall contain ALL the information found on the nameplate including but not limited to the following data elements:

Transformers:-

- a) Manufacturer Name.
- b) Equipment serial number.
- c) Year of Manufacturing.
- d) Size of Equipment.(lbs.)
- e) Type (Delta or Wye)
- f) Voltage Levels (Primary Voltage L-L & Secondary Voltage "L-N/L-L")
- g) Phase type (Single phase or Three Phase)
- h) Capacity rating (kVA)
- i) Impedance (%Z)

These data elements shall consist of combinations of one or more of the following 43 characters: 0 to 9, A To Z, -, ., /, +, \$, %, and space

8.3.3 Data Format

The information encoded on the permanent bar-code label will appear as shown in Figure 1.

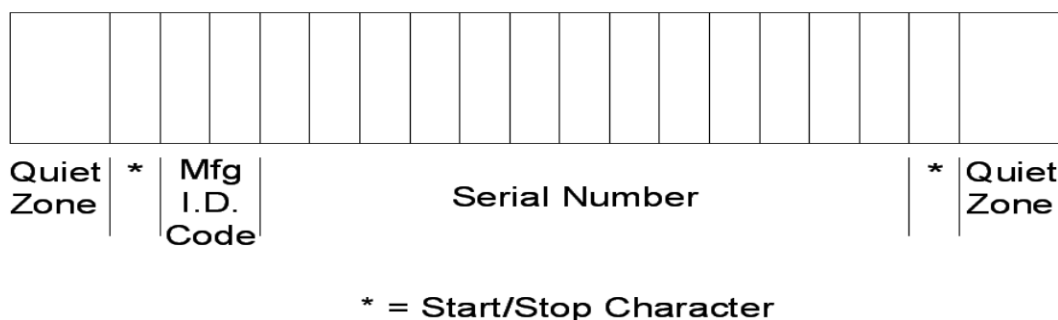


Figure 1

8.3.4 Bar-code symbology for the permanent label-The barcode symbology utilized on the permanent label shall be Code 39, also referred to as Code 3-of-9, in accordance with ANSI/AIM BC1-1995

8.4 Physical Requirements

8.4.1 Permanent label printing requirements

A) Barcode symbol print density-

The bar code symbol shall be of medium density [four to seven characters per inch (cpi)] with a narrow bar Width of 0.025 cm (0.010 in) to 0.038 cm (0.015 in), and a wide-to-narrow ratio of 3:1. The inter-character gap shall be equal in width to the width of a narrow element.

8.4.2 Quiet Zones

Quiet zones no less than 0.64 cm (0.25 in) in length shall immediately precede and follow the bar code symbol.

8.4.3 Dimensions

The height of the bar code symbol shall be no less than 0.61 cm (0.24 in).

8.4.4 Interpretation line

A human-readable interpretation of the data included in the bar code shall be printed immediately beneath the bar code symbol. The height of the interpretation line shall be no less than 0.25 cm (0.10 in).

8.4.5 Permanent bar-code label placement on equipment

The preferred location for the permanent bar-code label, including both the bar-code symbol and its accompanying interpretation line, is on the outside of the equipment (as shown in 8.6).

8.5 General Requirements

8.5.1 Permanent label quality/durability requirements and tests

A) Requirements

Permanent bar-code label symbols are intended to be readable with commonly available scanning equipment for the required lifetime of the equipment nameplate as defined by IEEE Std C57.12.00.

The readability of the nameplate bar-code label may, however, be affected by the specific scanner equipment being used and by environmental conditions in which the scanning operation is being performed. Users may wish to address these considerations in their specifications. The following durability tests described in 8.5.2 through 8.5.3 shall be performed.

NOTE—Barcodes on a 300-series stainless-steel substrate are recognized as being difficult to decode. Camera-based bar-code readers may provide the ability to read barcodes on some substrates that cannot be read with laser-type scanners.

8.5.2 Salt-spray test

A bar-code permanent nameplate shall be tested for 1500 h in a 5% salt spray in accordance with ASTM B117. Following the test, the bar-code label shall retain print quality as described in 8.5.4.

8.5.3 Ultraviolet accelerated weathering test

A bar-code permanent nameplate label shall be exposed for 500 h in accordance with ASTM G154, utilizing the FS-40 bulb with a cycle of 4-h ultraviolet at 60 °C followed by 4-h condensation at 50 °C. Following the test, the bar-code label shall retain print quality as described in 8.5.4.

8.5.4 Print quality retention

After completion of the tests described in 8.5.2 and 8.5.3, the bar-code label will have met the requirements of this standard if it can be successfully scanned. Successful scanning is achieved when a bar code is read (correctly interpreted) on four of five attempts using a wand-type or laser-type scanner. The scanner shall be used in accordance with the operating procedures specified by the scanner manufacturer.

8.6 Bar-code Label Location on Three-Phase Vault and Network-Type Transformers

The bar-code label shall be located on the high-voltage end of the transformer. See Figure 2.

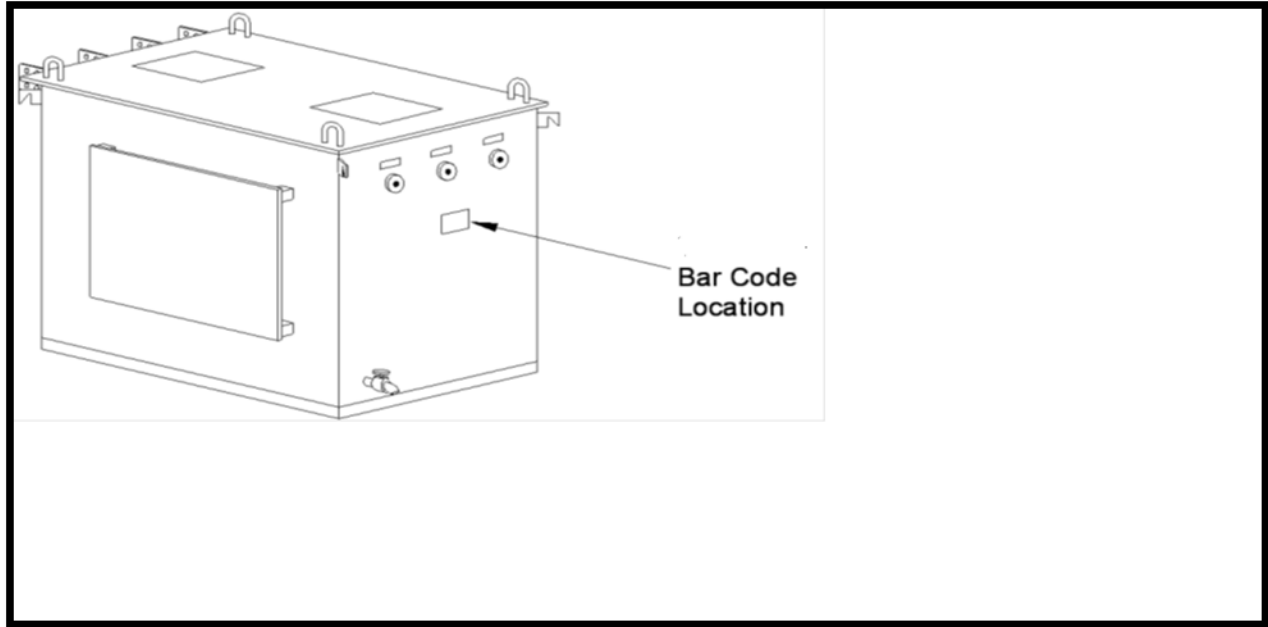
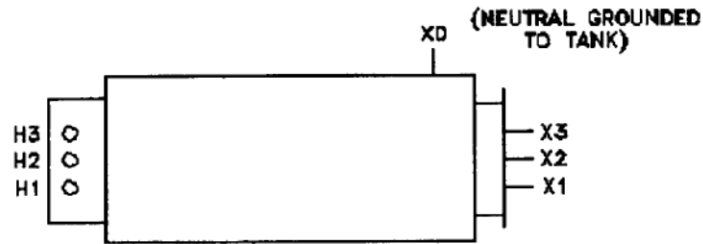
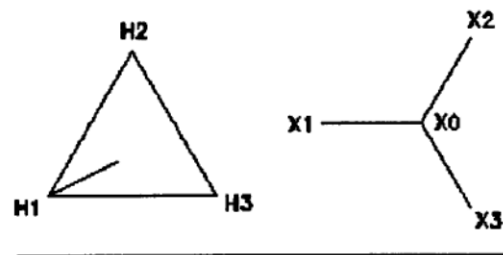


Figure 2 — Bar-code Label Location on Three-Phase Vault and Network-Type Transformers

ATTACHMENT I



TERMINAL DESIGNATIONS



**DELTA - WYE
 VECTOR RELATIONSHIPS**

**TERMINAL DESIGNATIONS AND VECTOR RELATIONSHIPS
 FOR NETWORK TRANSFORMERS**

CITY OF AUSTIN- AUSTIN ENERGY
PURCHASE SPECIFICATION
FOR
TRANSFORMER, NTKW, 3PH, 5,000 KVA, 34.5KV/12.47KV

1.0 SCOPE AND CLASSIFICATION

1.1 Scope

1.1.1 This specification covers three-phase mineral oil filled network type transformers. Austin Energy Item # 24263.

1.1.2 No deviations from this specification will be permitted.

1.2 Classification

1.2.1 Voltage shall be 34,500 Volts delta, 12470Y/7200 Volts.

1.2.2 Transformer rating shall be 5 MVA.

1.2.3 No-load high voltage taps shall be two 2-1/2% (5% total) below rated voltage and two 2-1/2% (5% total) above rated voltage.

1.2.4 Basic Insulation Level (BIL) shall be 200 kV for windings, 150 kV for bushings.

2.0 APPLICABLE STANDARDS

Network transformers furnished under these specifications shall meet all applicable, ASTM, EEI-NEMA, ANSI, AND IEEE Standards, latest revision.

2.1 ANSI C57.12.40 - Subway and Vault Types (Liquid Immersed) Requirements.

2.2 ANSI/ASTM D3487 - Mineral Insulating Oil Used in Electrical Apparatus.

2.3. ASTM D2300 - Standard Test Method for Gassing of Insulating Oils Under Electrical Stress and Ionizing. Modified Pirelli Method R (1991)

2.4 ASTM D1816 - Standard Test Method for Dielectric Breakdown Voltage of Insulating Oils of Petroleum Origin Using VED Electrodes.

2.5 ASTM D877 - Standard Practices for Sampling Water-Formed Deposits. R (1994)

2.6 ASTM D971 - Standard Test Method for Interfacial Tension of Oil Against Water by the Ring Method.

2.7 ASTM/D1500 - Standard Test Method for ASTM Color of Petroleum Products. (ASTM Color Scale) (IP Designation: 196/91)

2.8 ASTM D1524 - Standard Test Method for Visual Examination of Used Electrical Insulating Oils of Petroleum Origin in the field.

2.9 ASTM D1533 - Standard Test Method for Water in Insulating Liquids. (Karl Fisher Method)

2.10 ASTM D924 - Standard Test Method for Dissipation Factor and Relative Permittivity of Electric Insulating

Liquids.

3.0 FUNCTIONAL REQUIREMENTS

- 3.1 Transformers shall be self-cooled, 65 degrees (°) Centigrade (C) temperature rise above ambient, vault type construction, suitable for occasional submerged operation.
- 3.2 Marking of terminals, winding connections, and vector relationships of windings shall be as shown on the attached drawing (Attachment I). On the faceplate of the transformer the phase configuration shall be denoted such that the phase corresponding to H1 shall be denoted as C-phase, H2 shall be denoted as A-phase, and H3 shall be denoted as B-phase.
- 3.3 The transformer shall be equipped with a glass or magnetic type liquid level indicator on all oil filled compartments. The liquid level shall have a dark dial face with light markings and a light indicating hand. The dial markings shall show the 25 degrees (°) centigrade (C) level and the minimum and maximum levels. The words "Liquid Level" shall be on the dial or on a suitable nameplate mounted adjacent to the indicator.
- 3.4 The transformer shall be equipped with a dial type thermometer on the main tank for indicating liquid temperature. The thermometer shall have a black indicating hand and a red maximum indicating hand. The main tank thermometer shall be provided with electric alarm contacts.
- 3.5 A primary disconnect and grounding switch shall be provided on the transformer. This primary disconnect and grounding switch shall conform to the requirements identified in IEEE standard C57.12.40-2011.

When the transformer is viewed from the side of the primary switch, with the switch handle on the right hand side of the chamber, C-phase (H1) shall be closest to the handle, B-phase (H3) furthest from the handle, and A-phase (H2) between Phase B (H3) and C-phase (H1).

Sequential grounding sequence of operation shall be C-phase, then Phases C and A, and then Phases C, A, and B. This sequence of operation shall be identified on the switch index plate and also by stainless steel tags on the switch chamber. Those tags shall identify which phases are grounded and coordinate to the switch operation such that the operator can clearly determine which phases are grounded.

- 3.6 Transformers shall utilize a primary dead break switch with sequential grounding.
- 3.7 Transformers shall use a primary dead break switch with sequential grounding, which requires de-energized operation only w/special Austin Energy sequential grounding & phase notation (C, CA, CAB). The primary dead break switch with sequential grounding shall be a Quality Switch Type or buyer approved equal.
- 3.8 Alarm contacts shall be suitable for interrupting:
 - A. 0.02 ampere direct-current inductive load
 - B. 0.02 ampere direct-current non-inductive load
 - C. 2.5 ampere alternating-current non-inductive or inductive load
 - d. 250 volts maximum in all cases
- 3.9 A sudden pressure relay shall be mounted on the main tank to respond to sudden increases in internal gas pressure. A seal-in relay with contacts for alarm and tripping and a reset switch shall be externally mounted. Normal operating voltage of the seal-in relay shall be 125VAC. Shall have adequate surge suppression to prevent false operations due to transient voltages on control leads shall be provided. The sudden pressure relay shall be designed such that external vibration or mechanical shocks shall not cause false operations. All mechanical provisions and equipment for testing shall be provided. In addition, the seal –in relay and wiring shall be rated for in-circuit testing with remote lockout relay.
3. 10 A DGA (Dissolve Gas Analysis) gauge shall be mounted on the main tank.

- 3.11 All transformers supplied to Austin Energy shall meet or exceed the efficiency values in accordance with the latest revision of Department of Energy CFR Title 10, Volume 3, Chapter II, Subchapter D, Part 431, Subpart K – “Energy Efficiency Program for Certain Commercial and Industrial Equipment” as applicable. Certified test data by serial number shall be provided with each transformer.

4.0 PHYSICAL REQUIREMENTS

- 4.1 The transformer high and low side shall have 600 ampere minimum side-mounted apparatus bushings. The bushings shall be bolted to the tank for ease in replacement. Welded bushings are not acceptable. Bushings provided shall be a 35 kV high side, 15kv low side, and 600 A short shank bushing without stud and be equipped with a standard copper conductor rod.
- 4.2 No internal CT's. Austin Energy will order the CT's separately.
- 4.3 The neutral bushing shall be insulated from the transformer tank. The ground to tank shall be made by a flexible copper braid bolted between the transformer tank and the neutral bushing of the transformer. Copper braid size shall be equal to 500 MCM bare copper. The neutral bushing shall have a six hole NEMA pad.
- 4.4 The high voltage compartment shall be completely sealed and filled with insulating oil prior to shipping.
- 4.5 The tap changer shall be designed for de-energized operation. An indicator shall clearly show the position of the tap changer.
- 4.6 The transformer tank shall be of a sealed construction, consisting of a welded main cover equipped with lifting lugs and gasketed hand-hole cover(s).
- 4.7 Jack pads or bars shall be provided so that there is three inches (3") of clearance up from the bottom of the transformer for lifting jacks.
- 4.8 Transformer sizes listed below ~~are~~ is maximum and shall not be exceeded.

KVA	HEIGHT	LENGTH	DEPTH
5MVA	9'	11'	7'

- 4.10 All high & low voltage windings shall be made of copper.

5.0 INSULATING OIL REQUIREMENTS

- 5.1 The insulating oil shall be non-PCB (polychlorinated biphenyl), defined as containing less than one part per million (ppm) PCB. Certification of the non-PCB oil shall be furnished and shall include the method of testing used.
- 5.2 The transformer nameplate shall be marked “non-PCB”. In addition, a blue “non-PCB” label of a minimum 1”X 2” size shall be installed directly below the nameplate.
- 5.3 The oil shall conform to the latest revision of ANSI/ASTM D3487, Type II. The gassing coefficient shall be negative when tested in accordance with ASTM D2300, Section 2.0.
- 5.4 The Contractor shall supply test reports, which verify compliance with the oil performance requirements given below:

Test and Method

Dielectric Strength,
ASTM D-1816, kV

Minimum,

0.04 inch gap: 20 kV

0.08 inch gap: 40 kV

Dielectric Strength, 30 kV

ASTM D-877, kV
Minimum

Power Factor, ASTM D-924,
% maximum; 25° C 0.15
% maximum; 100 ° C 1.50

Interfacial Tension,
ASTM D-971, mN/m 35
Minimum:

Color, ASTM D-1500,
ASTM Units: 1.0

Visual Examination,
ASTM D-1524 Bright and Clear

Water Content,
ATSM D-1533,
ppm, maximum: 25

- 5.5 The Contractor shall be subject upon request, to furnish laboratory test data for the insulating oil. Oil furnished under these specifications shall be subject to tests and any insulating oil failing these tests will be returned to the Contractor at the Contractor's expense.

6.0 LOAD LOSSES

- 6.1 Before or upon delivery, Contractor's certified factory test reports shall be provided to Austin Energy for final review.
- 6.2 Losses shall be the actual tested losses corrected to 20°C no load and 85°C for load, reported by serial number and City of Austin purchase order number for each transformer delivered (see section 6.2).
- 6.3 The actual losses of any one transformer on an order shall not exceed the quoted guaranteed losses by more than the following percentages:

	<u>No load losses</u>	<u>Total losses</u>
Network Transformer	10%	6%

- 6.4 Penalty

For each transformer where the actual losses exceed the quoted guaranteed losses, a penalty will be assessed through a price reduction for each transformer.

$$\text{Penalty} = 2[(\$5,239.00/\text{kW}) (\text{actual no load losses} - \text{quoted guaranteed no load losses}) + (\$3.123.00/\text{kW}) (\text{actual winding losses} - \text{quoted guaranteed winding losses})]$$

7.0 SIGNAGE

7.1 TYPICAL EXTERNAL SIGNAGE MATERIAL REQUIREMENTS OF 3-PHASE PAD-MOUNTED TRANSFORMERS

"NO PCBS" decal: 6 inch X 6 inch, blue. Base Film: 0.0035-inch cast polyvinyl chloride, with UV inhibitors as per MIL-M-22106A. Cyasorb UV-9 light absorber C14H1203, Gloss 80 UL 94 rated. Over lamination: 002PVF (polyvinylflouride) Tedlar UV screening film from E.I. DuPont. Cold-seal bonded. Adhesive: 0.002-inch permanent acrylic hi-tack, with high-temperature-resistant Elasticisors for adhesion at 40 deg. F. PSTC test method: #1 modified for a 15 minute dwell time, with 2 mils of adhesive, 56 oz/inch width rating. Ink: Silkscreen type 4, with automotive grade pigments and binders, 0.0004-inch thick + 0.0001, inch high pigment volume concentration total PVC 40-50 (copper phthalocyanines). Liner: 0.0007-inch + 0.001-inch Kraft coated one side chemical resistant. Salt spray: 240 hours 5%, at 100 degrees, with no blistering, color change, or other material degradation. No effect when immersed in diesel fuel, motor oil,

anti-freeze, detergent 2 %, ammonium hydroxide (12% and 39%), kerosene, acetic acid, acetone and water. Service temperature range: -40 to +170 deg. F. Decal shall last a minimum lifetime exterior durability of 15 years from installation date with proper surface preparation.

“SIZE KVA” decal: width as required, 2 7/8 inches tall, Engineer Grade, adhesive reflective vinyl, with yellow numbers, black background.

“SIZE SECONDARY” decal: width as required, 2-7/8 inches tall, Engineer Grade, adhesive reflective vinyl, with yellow numbers on Black Background. Sticker shall read “L-L Voltage Y / L-G Voltage”.

7.2 NAMEPLATE

As described in IEEE C57.12.00, the contractor shall affix a durable metal nameplate to each transformer. The nameplate shall be located in the low-voltage compartment and shall be readable with the cables in place.

The nameplate shall be made from anodized aluminum or non-rust stainless steel. The information contained on the nameplates shall be inscribed and painted black.

The nameplate shall conform to IEEE C57.12.00: Nameplate B for 500 kVA and below and Nameplate C for 750 kVA and above. All information shall be in English and foot-pound-seconds (fps) non-metric units of measure.

The nameplate shall indicate the current-limiting fuse on a circuit diagram.

The nameplate shall contain a permanent bar code that meets the following requirements:

Information: The bar code shall display the Manufacturer Identification Code (see Attachment I) and manufacturer’s serial number.

Durability: The bar code shall last the lifetime of the transformer, as specified by IEEE C57.12.00, regarding the nameplate. The bar code shall be constructed such that, when

using a contact-type bar code reader, the bar code shall be capable of a minimum of thirty successful scans.

Dimensions: The height of the bar code shall be either 0.24 inches or 15% of the bar-code length (L); whichever is greater (see Attachment II).

Character Size: The bar code print quality shall be in accordance with ANSI X3.182. The permanent bar code shall be of medium density, ranging from 4 to 6.9 characters per inch.

Bar Code Symbology: The bar code symbology shall be Code 39, also referred to as 3-of-9 bar code, using the 43-character ASCII set, in accordance with ANSI X3.4.

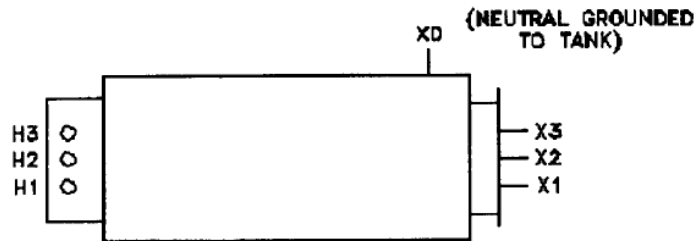
Orientation of the Bar Code Characters: The bar code characters shall be arranged in one line. A start character shall precede the manufacturer’s code and a stop character shall follow the transformer serial number (see Attachment II).

Quiet Zones: A minimum quiet zone of 0.25" shall immediately precede and follow the bar codes.

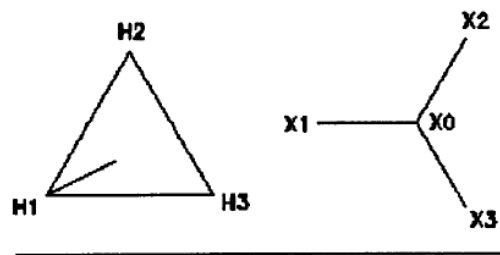
Human-Readable Interpretation: A human-readable interpretation line shall be

provided directly beneath the bar code, in accordance with ANSI MH10.8M. The interpretation of the 3-of-9 bar code shall be clearly identifiable with the bar-code symbol above. The preferred shapes of the human-readable interpretation shall conform to either ANSI X3.17 or ANSI X3.49. As an alternative, any human-readable font with characters no less than 3/32" in height is acceptable.

ATTACHMENT I



TERMINAL DESIGNATIONS

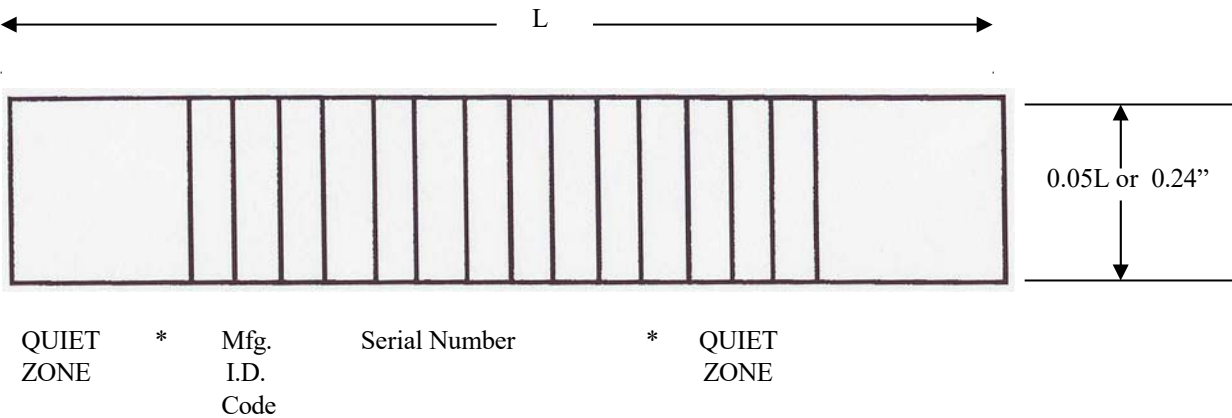


**DELTA - WYE
VECTOR RELATIONSHIPS**

**TERMINAL DESIGNATIONS AND VECTOR RELATIONSHIPS
FOR NETWORK TRANSFORMERS**

ATTACHMENT II

ORIENTATION OF BAR CODE CHARACTERS



* Start/Stop Character